

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE CM LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of March 20, 2017, between the City of Avondale, an Arizona municipal corporation (the “City”), and Dibble CM LLC, a Delaware limited liability company (the “Consultant”).

RECITALS

A. The City issued a Request for Qualifications, EN 16-027 “FY 2016/2017 Professional Consultants Selection List” (the “RFQ”), a copy of which is on file in the City’s Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to provide construction management services for the sewer pipe rehabilitation project (the “Services”).

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 12, 2017, unless terminated as otherwise provided in this Agreement.

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

3. Compensation. The City shall pay Consultant an amount not to exceed \$137,898.00 of which \$5,000 is an owner’s contingency which shall be utilized at the City’s sole discretion, for the Services at the rates set forth in the Fee Proposal, attached hereto as part of Exhibit B.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

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

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

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

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the

performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

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

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

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

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

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

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

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

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

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

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

12.2 Required Insurance Coverage.

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

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s

work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

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

13. Termination; Cancellation.

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

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of

such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

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

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

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

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

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

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

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

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

this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

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

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

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

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

14.13 Offset.

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

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

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S.

Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: David W. Fitzhugh, City Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Consultant: Dibble CM LLC
7500 North Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020
Attn: K. C. Brandon

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead

allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

14.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

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

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE CM LLC

[Consultant's SOQ]

See following pages.



Statement of Qualifications for
City of Avondale

FY 2016/2017 Professional Consultant Selection List

EN 16-027 | May 4, 2016 | Original





May 4, 2016

City Clerk
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323



7500 N. Dreamy Draw Drive #200
Phoenix, Arizona 85020
P 602.957.3936 | F 602.957.1488
www.dibblecm.com

**Re: Statement of Qualifications for FY 2016/2017 Professional Consultants Selection List
Solicitation No. EN 16-027**

Dear Selection Committee,

Dibble CM is pleased to offer this Statement of Qualifications to be the City of Avondale's consultant of choice for providing construction management and inspection services. Dibble CM has a long-standing, successful history of working with the City and we are excited to continue our relationship. As always, we stand by our commitment to provide you with the best value in construction management and inspection services.

Dibble CM's team is led by KC Brandon, who will be your primary contact for coordinating the construction management and inspection process with the City. As president of Dibble CM, he has full authority and accountability for ensuring that the proper personnel and resources are assigned. He will ensure that our services are performed in a manner consistent with the standards that have established Dibble CM as an industry leader.

Dibble CM's core group of construction managers and inspectors includes highly qualified personnel with **NICET, ACI, ATTI, ATSSA, and SWPPP** certifications. We hereby confirm that the qualified personnel presented in this SOQ are ready to proceed promptly. Our team has the required knowledge of MAG and City of Avondale specifications and details. Dibble CM is registered with the Arizona State Board of Technical Registration (#14533).

You can have complete confidence that the Dibble CM team will continue to bring fair and effective construction management and inspections services to the City of Avondale. We look forward to our continued service to the City.

Respectfully submitted,

Dibble CM, LLC

KC Brandon
Contract Manager / President
kcbrandon@dibblecm.com



A.2 Vendor Information

Dibble CM, LLC is a limited liability corporation and was incorporated in Delaware in 2001. Dibble CM is registered with the Arizona Board of Technical Registration, No. 14533, to conduct construction management and inspection services within Arizona. Members who are authorized to act on the Company's behalf include the following:

- KC Brandon – President
- Kevin Roberts – Board Member
- Greg Haggerty – Board Member

Address: 7500 North Dreamy Draw Drive
Suite 200, Phoenix, AZ 85020-4660

Tax ID No.: 86-1013996

SOQ Contact: KC Brandon
7500 North Dreamy Draw Drive
Suite 200, Phoenix, AZ 85020-4660
Phone: 602-957-3936

A.3 Office Locations

Dibble CM, LLC Main Office

7500 N. Dreamy Draw Drive, Suite 200
Phoenix, Arizona 85020-4660
Phone: 602-957-3936

Dibble CM, LLC West Valley Office

1626 N. Litchfield Road, Suite 150
Goodyear, Arizona 85395
Phone: 623-935-2258

Dibble CM, LLC Tucson Office

177 N. Church Avenue, Suite 711
Tucson, Arizona 85701
Phone: 520-495-4065

A.4 General Service Information

Dibble CM is part of the Dibble and Associates family of companies and has provided construction management and inspection services of civil construction projects throughout Arizona for the past 15 years. Dibble CM is fully insured with general liability and professional liability at your required limits. We also carry Worker's Compensation and automobile coverage as required by State law.

Dibble CM is known for our integrity and competence. We have built our reputation for providing high-quality construction management and inspection services. We have an excellent record of projects completed on time and within budget. Our service capabilities include the following:

- **Contract Administration** – Dibble CM prepares and enforces contract specifications to confirm that the City receives the expected level of quality and value from contractors and consultants.
- **Construction Management** – Dibble CM oversees all aspects of construction so that the workmanship and materials meet the specifications and requirements.
- **Schedule and Budget Control** – Dibble CM utilizes our leadership and expertise to keep projects on time and within budget.
- **Constructability Analysis** – Dibble CM evaluates design plans and other contract documents for clarity, consistency, and ease of use in the field. This service often also includes value engineering and independent cost estimating.
- **Construction Inspection** – Dibble CM has a staff of experienced and certified inspectors for every kind of construction project.

A.5 Terminated Contracts

Dibble CM has never been terminated from a contract or from a sub-consultant agreement.

A.6 Claims, Litigations and Arbitration

Dibble CM has never been involved in any claims, litigation or arbitration.

A.7 Discipline Speciality Check List

The completed Discipline Specialty Check List is attached in the Appendix.

A.8 Vendor Information Form

The completed Vendor Information Form is attached in the Appendix.



B.1 Firms Experience Providing Similar Services

Company Experience

Dibble CM has been a service provider for the City of Avondale through the Professional Consultants Selection List since 2010/2011 and is a current provider through your 2014/2015 Professional Consultants Selection List. In addition, we are currently under contract with the City of Phoenix for their Planning and Development On-Call Inspection Services. We have held multiple on-call contracts with the Maricopa County Department of Transportation and the cities of Glendale, Goodyear and Eloy. In all cases, our personnel are committed to the priorities of each client to perform as a member of their team. Dibble CM is fully committed to the success of our clients and

strives to exceed your expectations by delivering top-quality services.

Our managers and inspectors are equipped with trucks, laptop computers, cell phones, and personal safety equipment. The company has a written safety program that includes zero tolerance for substance abuse.

Project Experience

The Dibble CM team has provided on-call consulting services to various public agencies since 2001. Our personnel work very closely with your team in order to effectively function as an extension of your staff. Dibble CM will prepare and enforce all contract specifications to confirm that the City of Avondale receives the expected level of quality and value from contractors.



Avondale Central Avenue

Dibble CM provided full-time inspection services for the Avondale Public Works Department as part of the City's Historic Avondale Enhancement Project. The scope of work included new sewer lines replacing the previously undersized system. A new upsized waterline was also being installed to provide better service to area residents and businesses as well as increased fire protection. These improvements were within Central and Western Avenues, making traffic control and monitoring of public safety a high priority.



Avondale Northside Booster Station

Dibble CM provided construction management and inspections for a complete replacement of the booster pump station at the Northside Arsenic Treatment Facility. The new station was designed to accommodate phased expansion and possible pressure zone modification. Improvements included four new booster pumps, new yard piping, new hydropneumatic tank, and complete electrical and control systems. Schedule control was critical on this project to ensure that it could be constructed during the winter off-peak demand period.



Avondale 127th Avenue Waterline Improvements

Dibble CM is providing construction management and inspection on the installation of 3930 feet of 16 inch, 84 feet of 12 inch, and 1242 feet of 8 inch water main, service lines, fire hydrants, the construction of a pressure reducing valve station, and pavement replacement. The 127th Avenue Waterline Improvements project is located on 127th Avenue at Vermeerch Road, County Line Road, and Pioneer Road.



Avondale Dysart Road

Dibble CM provided construction management and inspections for Dysart Road improvements between Western Avenue and Van Buren Street. Improvements included new sidewalk, driveway entrances, and pedestrian/parkway lighting on both sides of the street and landscaping. Coordination was important for this project to minimize lane closures and traffic delays.



91st Avenue Butler Drive to Mountain View Road

Dibble CM provided construction management and inspection services for one of Peoria's top priority capital improvement projects. The \$4.7M project increased the capacity and safety along 91st Avenue between Butler Drive and Mountain View Road. Improvements included widening unimproved segments of 91st Avenue, raised landscaped medians, reclaimed water irrigation to all landscaping, new traffic signal at the intersection of 91st Avenue and Butler Drive, major storm drain improvements and water system improvements. Schedule management was crucial due to the looming 2015 NFL Pro Bowl and 2016 Super Bowl.

WHY CHOOSE Dibble CM?

The selection of Dibble CM for this Professional Consultants Selection List will provide the City of Avondale with distinct advantages. Our history of working with you and the successful experience of our personnel will give you the necessary assurances that your projects will be managed and inspected in a manner consistent with your expectations. We will deliver successful projects for the City of Avondale.

ADDITIONAL SIMILAR PROJECTS

Avondale P.I.R. Water Transmission Main and Sewer Force Main

- Inspection services for over 6 miles of water transmission main and sanitary sewer force main to service the Phoenix International Raceway and surrounding communities.

Avondale P.I.R. Sanitary Sewer Lift Station

- Construction management and inspection services for this critical component to Avondale's overall supporting infrastructure.

El Mirage Road, Peoria to Cactus

- Currently providing construction administration and inspection services for this road widening project that includes storm drain improvements, roadway, signing and striping, utility coordination, traffic control and public information and relations.

U of A Bio-Science Building Offsite Sewer Main and Sewer Abandonment

- Currently providing offsite utility installation inspection services for the University of Arizona on their Bioscience Partnership Building. This high-profile project is being constructed in the heart of downtown Phoenix. Crews are working within high traffic areas, a full array of existing underground utilities and a continual stream of special events within the area. This creates the need for continual adjustments to working hours, material staging areas and traffic patterns. The project remains on schedule and is set for completion in July, 2016.

Jefferson Town Lake Waterline Relocation

- Currently providing the construction administration and inspection services of the 30- inch waterline relocation along Rural Road from Tempe Town Lake to Playa Del Norte.



B.2 Similar Client References

City of Avondale

11465 W Civic Center Dr, Suite 120, Avondale, AZ 85323

Jim Badowich | 623-333-4222

jbadowich@avondale.org

Project: Avondale Dysart Road (page 3)

Services: Construction Management and Inspection

Contract: June 2016 – March 2016

City of Avondale

399 East Lower Buckeye Road, Avondale, AZ 85323

Mike Smith | 623-333-4222

jbadowich@avondale.org

Project: Avondale PIR Lift Station

Services: Construction Management and Inspection

Contract: October 2012 – October 2013

City of Peoria 9875 North 85th Ave, Peoria, AZ 85345

Rich Costa | 623-773-7951

richard.costa@peoriaaz.gov

Project: 91st Ave, Butler Drive to Mountain View Road (page 3)

Services: Construction Management and Inspection

Contract: December 2013 – December 2014

City of El Mirage

12145 NW Grand Avenue, El Mirage, AZ 85335

Chris Hauser | 623-876-2971

chauser@cityofelmirage.org

Project: El Mirage Road, Peoria to Cactus

Services: Construction Management and Inspection

Contract: January 2015 – February 2016

City of Tempe

31 East 5th Street, Tempe, AZ 85281

Mark Weber | 480-350-8526

mark_weber@tempe.gov

Project: Jefferson Town Lake

Services: Inspections

Contract: January 2016 – Est May 2016



Key Resource Qualifications and Availability

C

C.1 Personnel Resources

Dibble CM takes great pride in our personnel as they are our greatest asset. We employ a well-balanced staff of professionals and technical specialists. Our qualified team provides us with the necessary resources to effectively deliver top-quality services to all of our clients. Following is a brief description of our staff members who are able to serve the City of Avondale under this on-call contract. Complete resumes are in the appendix.



KC Brandon Contract Manager

As the Contract Manager, KC will ensure that the necessary resources are applied to projects assigned to Dibble CM through this on-call contract.

He has more than 34 years of design and construction management experience with public and private sector clients in Arizona. His expertise is in leading large teams of design and construction professionals to successful delivery of complex projects. KC's management skills include staff leadership, technical problem solving, value

engineering, budget and schedule analysis, contract negotiations and agency coordination.



Peter Carpentieri Construction Inspector

Peter has over 32 years of relevant industry experience providing construction management and inspection services for both public agencies and private sector clients. Peter's experience working as a contractor provides him with a distinct advantage in his role as an inspector. **Peter has served as the inspector for multiple on-call projects within the City of Avondale.** He is often specifically requested for complex projects. Peter is ACI Field certified in addition to his ATTI Field and Soils and Aggregate certifications.



Marcos Castanedo Construction Inspector

Marcos Castanedo has 11 years of experience as a Quality Control construction materials technician and Quality Assurance special inspector. He has participated in a variety of challenging projects from



street development, structural/vertical construction, infrastructure and geotechnical analysis. Exceptionally safety oriented, Marcos has demonstrated to be a leader among his peers, leading by example, promoting good ethics and a positive attitude. Marcos served as an inspector for the Avondale Dysart Road project. He has ACI Grade I and ACI Concrete Special Instructor certifications. He is also ATTI certified and ATTI Asphalt Lab certified.



**Kristy Kelly
Project Coordinator**

Kristy has over 5 years of project coordination and administration experience. Her administrative support to the project management team helps ensure the process for both our team and the Client are conducted smoothly. She is able to work continuously in a fast paced environment. She adds value to all Dibble CM projects with her attention to details and her interpersonal skills.



**Christian Castanedo
Construction Inspector**

Christian’s experience over the past 10 years as an engineering technician and inspector includes a wide range of capital improvement projects to ensure quality assurance and quality control. He has conducted construction materials testing on soils, aggregates, asphalt and concrete as well as his other experience in field tests associated with transportation and commercial building projects. Christian is ACI (Field), ATTI and ATI Nuclear Gauge certified.



**Kris Lyon
Construction Inspector**

Kris has more than 16 years of experience in the civil construction industry. His background includes engineering materials testing laboratories in Arizona with additional experience as a civil construction inspector and construction supervisor. Since joining Dibble CM, Kris has played a pivotal role in the success and growth of the company through the quality of the work he delivers. He previously served as inspector for the City’s Central Avenue and Western Avenue project. Kris is ATTI Certified and is also an ACI certified Special Instructor.



**Marc Stern
Building and Civil Inspector**

Marc has over 13 years of construction management experience in Arizona. His attention to detail and knowledge in both the administrative and technical aspect of the industry make him a valuable asset to any project team. His projects stay on schedule, budget, and are completed in accordance with client expectations. Marc is also a certified Commercial Building Inspector.

C.2 Discipline Matrix

Construction Management Categories of Services – Experience of Dibble CM Staff	KC Brandon	Peter Carpentieri	Marcos Castanedo	Christian Castanedo	Kris Lyon	Marc Stern
Contract Administration	●	●	●	●		
Construction Inspection		●	●	●	●	●
Project Estimating / Scheduling	●		●		●	●
Shop Drawing / Submittal Reviews	●	●			●	
Bid Document Preparation	●					
QA/QC Services		●	●	●	●	
Post Design Services	●	●	●	●	●	●
Experience with Avondale	●	●	●	●	●	●

C.3 Key Personnel Resumes

Resumes for key personnel are attached in the Appendix.

Our entire staff of Inspectors has worked with the City of Avondale



D.1 Philosophy and Approach to Project Management

Schedule Control

A strong commitment by the entire team to meet schedule dates is critical towards reaching successful project deliveries. Dibble CM will work with the contractors, utility companies and the City of Avondale to identify specific elements of our assigned projects that may impact the critical path of the design or construction schedules. Progress milestones will be determined for each of these elements. Team members who are accountable for achieving these milestones will also be identified. Regular team meetings will be conducted by Dibble CM which will include detailed review of the schedule status. Recovery schedules will be developed for any Project milestone that is showing signs of slipping from its projected completion date. Specific input will be provided by the party accountable for the slipping milestone. All necessary resources will be applied by the accountable team members in order to regain compliance with the overall project schedules.

Quality Control

Dibble CM's personnel are all highly qualified professionals. Our team acts as an extension of your staff and performs as a true agent of the City of Avondale with your best interest in mind. Without exception, Dibble CM's leadership and decision-making process during the construction phase will align with the overall project objectives. Our continual interface with the contractors will ensure that every step of the construction process is also in alignment with these objectives.

Problem Solving and Dispute Resolution

Problem solving and dispute resolution begin with constant monitoring of the status of a project and the ability to identify potential problems before they become significant. We have learned that the best chance of resolving issues occurs when the issue is first identified and all contributing factors are fresh in all parties' minds. When a problem first arises, Dibble CM quickly researches and evaluates the contributing factors and develops several potential solutions that best fit our client's needs and priorities. With each option, we present the positive and negative impacts, including cost, schedule and probability for resolution. If desired by our client, we also present our recommendation for resolution with supporting justification. When a dispute

arises, Dibble CM focuses on problem-solving, and not on assigning blame.

Dibble CM's approach to successful project delivery is based on effective leadership of the construction team. Our management approach starts with the development of a Project Management Plan. This plan includes a clear and complete inventory of all key project elements, communicates key schedule milestones and critical path, and identifies accountable parties for every major component of the project through the construction process. Items addressed in the Project Management Plan will include, but will not be limited to, scheduling, budgeting, quality control, utility coordination, construction safety, traffic control during construction, construction sequencing and public impact considerations.

Cost control

Dibble CM will work on behalf of the City of Avondale to lead the successful completion of projects within the original contract amount. Dibble CM has an excellent record for keeping potential cost increases under control. We will work closely with the City to develop specific bid document language that effectively shifts the responsibility to the bidders for performing a thorough investigation of site conditions prior to submitting their bids.

D.2 Familiarity and Compliance with City Standards

Dibble CM has a long-standing relationship with the City of Avondale. We are familiar with the City's insurance requirements and contract documents. Our insurance certificates are on file with the City of Avondale and have been accepted for our existing contracts. Our familiarity with your contract documents have also been demonstrated through our involvement in the bidding process, management and inspection of multiple projects within the City of Avondale.

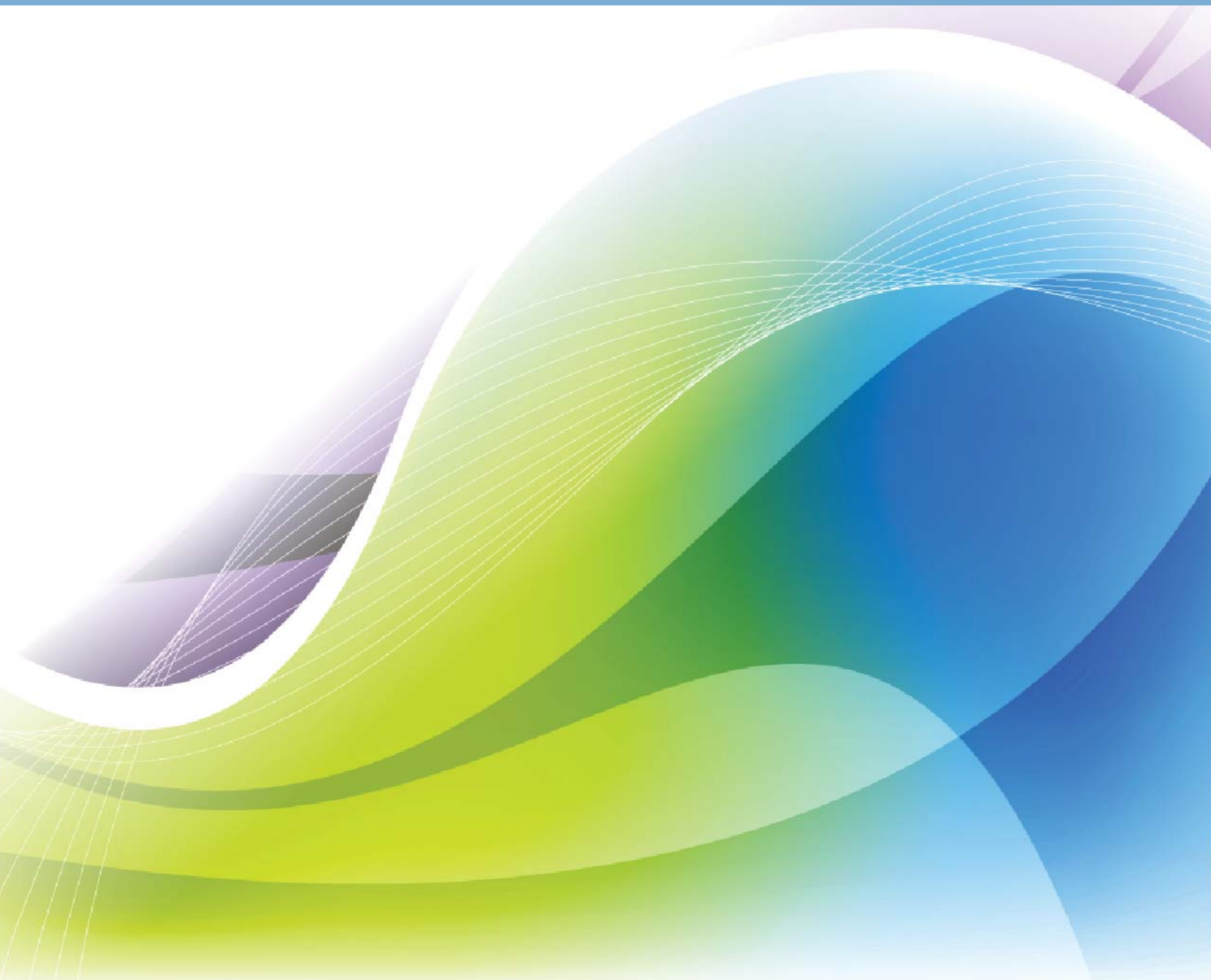


City of Peoria: 91st Avenue



Starwood Land Ventures:
Arroyo Norte

APPENDIX



SECTION A

PART IV. DISCIPLINE SPECIALTY CHECKLIST

Name of Firm: Dibble CM

Address: 7500 N. Dreamy Draw Drive, Suite 200

City: Phoenix State: Arizona Zip Code: 85020

Contact Name: KC Brandon

Title: Contract Manager / President

Telephone: 602-957-3936 Facsimile: 602-957-1488

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

- | | |
|--|--|
| <p><input type="checkbox"/> Architecture</p> <p><input type="checkbox"/> Building and Fire Plan Review and Inspection Services</p> <p><input type="checkbox"/> CADD Services</p> <p><input checked="" type="checkbox"/> Construction Management & Inspection</p> <p><input type="checkbox"/> Economic & Fiscal Impact Analysis</p> <p><input type="checkbox"/> Electrical Design and SCADA</p> <p><input type="checkbox"/> Engineering Plan Review</p> <p><input type="checkbox"/> Foundation & Structural Design</p> <p><input type="checkbox"/> Geotechnical & Environmental</p> <p><input type="checkbox"/> GIS Programs</p> <p><input type="checkbox"/> Hydrogeological Engineering</p> <p><input type="checkbox"/> Hydrology/Hydraulic Projects</p> | <p><input type="checkbox"/> Improvement District Administration</p> <p><input type="checkbox"/> Landscape Architect</p> <p><input type="checkbox"/> Planning</p> <p><input type="checkbox"/> Property Appraisal Services</p> <p><input type="checkbox"/> Streetlight Design</p> <p><input type="checkbox"/> Subsurface Utility Investigation</p> <p><input type="checkbox"/> Surveying</p> <p><input type="checkbox"/> Traffic Engineering</p> <p><input type="checkbox"/> Transportation Engineering</p> <p><input type="checkbox"/> Wastewater Systems</p> <p><input type="checkbox"/> Water Distribution and Treatment System</p> |
|--|--|

SECTION A

PART V. VENDOR INFORMATION FORM

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

Dibble CM
VENDOR SUBMITTING SOQ

86-1013996
FEDERAL TAX ID NUMBER

KC Brandon, President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

7500 N. Dreamy Draw Drive, Suite 200
ADDRESS

602-957-3936 602-957-1488
TELEPHONE FAX #

Phoenix, Arizona 85020
CITY STATE ZIP

May 4, 2016
DATE

WEB SITE: www.dibblecm.com

E-MAIL ADDRESS: kcbrandon@dibblecm.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

KC offers 34 years of extensive construction management experience in both public and private markets. His pre-construction responsibilities include facilitating coordination between design consultants, value engineering, constructibility reviews and creating bid documents that provide clarity amongst bidders while producing competitive and complete project pricing. During construction, KC leads efforts to establish schedules that properly sequence construction while meeting completion deadlines.

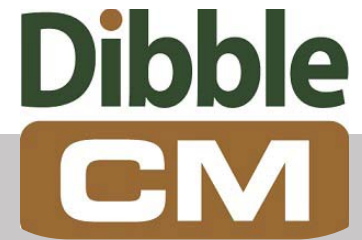
City of Peoria: 91st Avenue, Butler to Mountain View. Project Principal. Dibble CM provided construction management and inspection services for one of Peoria's top priority capital improvement projects in 2014. The \$4.7M project improvements includes widening unimproved segments of 91st Avenue, raised landscaped medians, reclaimed water irrigation to all landscaping, new traffic signal at the intersection of 91st Avenue and Butler Drive, major storm drain improvements and water system improvements.

City of El Mirage: El Mirage Road, Peoria to Cactus. Project Principal. Dibble CM is providing construction administration and inspection services for this road widening project that includes drainage analysis, storm drain improvements, roadway design, signing and striping, utility coordination, traffic control and public information and relations. This section from Peoria to Cactus features dual through lanes, dedicated turn lanes, raised medians, bicycle lanes, new sidewalk and new lighting. Extensive coordination with APS, Cox Cable, and CenturyLink occurred with the relocation of underground utilities.

City of Phoenix: Lincoln Drive Water Transmission Main. Project Principal. Dibble CM provided construction management and inspection services for this high-profile CM@R project. Improvements included 7700 LF of new 16-inch through 30-inch water main, mainline valves, a magnetic flow meter with vault, and all appurtenances. There were many challenges, including construction work through high traffic volume street intersections, excavation through rock conditions, tie-ins to existing large diameter water mains, and restoration of landscaping in a highly sensitive residential area. Dibble CM worked in close coordination with the City's project manager and the design engineering staff, providing CA services, full-time inspection, and timely communication to all project team members.

Macerich: Sonoran Crossing. Construction Manager. Dibble CM provided construction management and special inspections for the construction of Sonoran Crossing, a planned commercial unit development situated on approximately 106 acres of undeveloped desert in north Phoenix. Improvements include 4,000 feet of ADOT frontage road, and 7,000 feet of major collector roads. Scope of work included storm drain, box culverts, low flow crossing, water main, and force main. Coordination with ADOT, the City of Phoenix, and Arizona State Land was required.

City of Avondale: PIR Waterline and Force Main / PIR Sewer Lift Station. Project Principal. Dibble CM provided construction management and inspection services for City of Avondale PIR Water, Sewer and Lift Station projects. Providing seamless construction management and inspection on just over 6 miles of water and force main coupled with the 1.5 MGD to service the Phoenix International Raceway and surrounding communities. Working together with contractors and the City of Avondale to proactively control costs with precise quantity tracking and forecasting as well as manage construction schedules around critical events such as NASCAR. Dibble CM provided a central point of information for every agency and department involved to ensure continuity for the two projects.



KC Brandon
Contract Manager/President

Education
BS, Construction, Arizona
State University

Certifications
OSHA 30 Hour Certification

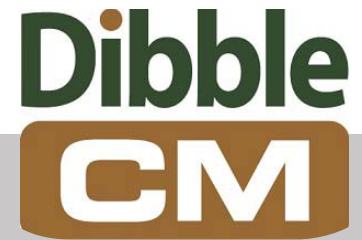
Maricopa County Rule
310 Comprehensive Dust
Coordinator

Peter brings 32 years of industry experience and skill to the team. His proficiency is in construction management and inspection services. Peter's experience working as a contractor provides him with a distinct advantage in his role as an inspector. He has a keen eye for every detail from start to finish. Peter has served as an inspector for public and private sectors. Most recently he has been requested for **multiple** on-call projects within the City of Avondale. His relevant City of Avondale experience includes:

City of Avondale On Call Construction Inspector and Management.

Peter provided construction inspections on the following projects within the City of Avondale as a result of the on call:

- ⦿ 107th Avenue SRP Irrigation
- ⦿ 127th Avenue Waterline Improvements
- ⦿ 107th Avenue Private Irrigation
- ⦿ Avalon Estates
- ⦿ CCV
- ⦿ Central and Western Ave Water and Sewer Improvements
- ⦿ Copper Springs Hospital
- ⦿ Coldwater Depot III
- ⦿ Danny's Family Car Wash
- ⦿ Dysart Road Phase 1 Public Safety Improvements
- ⦿ Garden Lakes Water Service Replacements and Asphalt Overlay Improvements
- ⦿ Kneaders Bakery
- ⦿ Larry Miller Car Wash
- ⦿ Main Event
- ⦿ Mohave County Justice Court
- ⦿ Madison Heights
- ⦿ QT Coldwater
- ⦿ Washington Street Sewer Replacement
- ⦿ Waterline Relocations Various Locations



**Peter Carpentieri, ACI,
ATTI
Construction Inspector**

Education
Northern Arizona University

Certifications
ACI (Field)

ATTI Field

ATTI Soils and Aggregate

ATSSA

NPDES

Radiation Safety Officer

SWPPP

OSHA 10- Hour

Marcos has a high level of technical knowledge which is necessary to making correct decisions and understanding the perspectives of all parties involved on projects. Throughout his 11 years of experience he brings a critical focus with his quality assurance expertise. Marco's enthusiasm and dedication help contribute to the success of his work. His project experience includes:

City of Avondale Dysart Road. Project Inspector. Currently providing construction management and inspections for Dysart Road improvements between Western Avenue and Van Buren Street. Improvements include new sidewalk, driveway entrances, and pedestrian/parkway lighting on both sides of the street and landscaping. Coordination is important for this project to minimize lane closures and traffic delays.

City of El Mirage Road. Project Inspector. Construction administration and inspection services for this road widening project that includes drainage analysis, storm drain improvements, roadway design, signing and striping, utility coordination, traffic control and public information and relations.

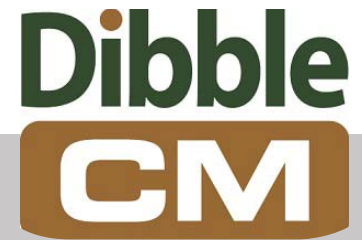
City of Chandler Airport Safety Area Drainage. Project Inspector. Construction management and inspections included the construction of a storm drain system, drainage channel and drywells. Protection of existing utilities and water main realignment. Generated weekly reports for the Federal Aviation Administration and conducted onsite Federal Compliance interview inspections. Coordinating of the day to day activities with the general contractor and onsite problem solving.

San Manuel Airport Apron Reconstruction. Project Inspector. Construction management and inspections included the construction of canopy shade structure and reconstruction of airport apron. Conducted weekly meetings and coordinated the day to day activities with the general contractor.

Desert Diamond West Valley Resort and Casino. Project Inspector. Duties included the sampling and testing of construction materials such as soils, aggregate base, freshly mixed concrete, and asphalt. Special inspection duties included reinforced concrete for foundation, retaining walls, slab on grade, inspection and testing of high strength bolting and spray applied fireproofing for structural steel. Activities also included the inspection and testing of underground utility installation to comply with MAG and the supplemental specifications to the City of Glendale. Reviewing of daily reports generated by other technicians and documentation such a deviation logs, RFI and submittal packages.

Springerville Generating Station Road Improvements. Project Inspector. Duties included the testing of construction materials such as subgrade preparation for asphalt base and asphalt paving. As well as construction inspections for guard rail systems in accordance to ADOT requirements.

City of Sierra Vista Sulger Sewer System Improvements. Project Inspector. Plans and submittal review for project's use. Assisted and conducted weekly meetings, inventory of on-site materials and equipment. Conducted inspections of sewer main line installation, lateral and house connection to sewer system per regulatory code. Quality assurance of road construction, traffic control, and sub-grade preparations for asphaltic concrete placement. Daily field reports were composed for engineering review.



Marcos Castanedo
Construction Inspector

Education

2 years Community College,
Science Studies, AWC, Yuma,
AZ, USA

3 years College Engineering
Studies, Autonomous
University of Baja California

Certifications

NPDES Certifies Stormwater
Inspector, Expires 2020

ACI Grade I, Expires 2019

ACI Concrete Special
Inspector, Expires 2018

ATTI Field

ATTI Asphalt Lab. Expires
2017

OSHA 10hr. Construction
Safety and Health

Radiation Safety Certified,
National. Earned 2004

Christian has over 10 years experience as an engineering technician and inspector. His passion for the industry has him pursuing a degree in Civil Engineering. His background includes field inspections, testing, and observations to ensure quality assurance and quality control. He brings strong leadership and experience to every job. The following is a summary of his background:

City of Avondale Dysart Road. Project Inspector. Currently providing construction management and inspections for Dysart Road improvements between Western Avenue and Van Buren Street. Improvements include new sidewalk, driveway entrances, and pedestrian/parkway lighting on both sides of the street and landscaping. Coordination is important for this project to minimize lane closures and traffic delays.

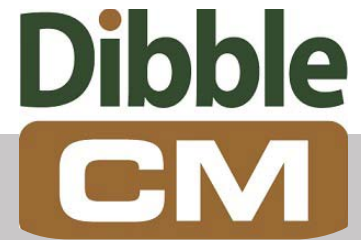
U of A BPB Off-Site Sewer. Project Inspector. Currently providing offsite utility installation inspection services for the University of Arizona on their Bioscience Partnership Building. This high-profile project is being constructed in the heart of downtown Phoenix. Crews are working within high traffic areas, a full array of existing underground utilities and a continual stream of special events within the area. This creates the need for continual adjustments to working hours, material staging areas and traffic patterns.

City of Phoenix 42nd Place Reservoir Replacement. Project Inspector. Responsible for observation and testing of mass grading observations, monitoring and testing of utility backfill operations; testing of fresh Portland cement concrete, grout and slurry fills. The project includes demolition of the existing reservoir, followed with construction of two new reservoirs within the existing site boundaries. In addition, the project includes installation of 1100 feet of 48-inch diameter pipe within the 42nd Place right-of-way, extending south from Baseline Road to the reservoir.

2011 BIA-IRR Road Improvements, Salt River Pima- Maricopa Indian. Project Inspector. Responsible of quality assurance services consisting on mass grading observations and testing, field density testing and monitoring of utility backfill operations, testing of fresh Portland cement concrete, Asphaltic concrete pavements testing, visual inspections and observations, general field civil construction observations and laboratory testing. The roadway Improvements included 3 miles of new water line installation, sidewalks, culvert pipes for irrigation ditches crossing the streets, and AC pavements sections of Jackrabbit Road, Montecito Avenue, Virginia Avenue, and Extension Road.

Phoenix Biomedical Campus UofA Vivarium Phase I. Project Inspector. Responsible for observation and testing mass grading, monitoring and testing of utility backfill operations; testing of fresh Portland cement concrete, structural Shotcrete, grout and slurry fills, special inspections on reinforced concrete and structural masonry. This \$18,966,000 new facility includes 22,000 gross sq. ft. and 12,100 net sq. ft. of construction. The Vivarium and research core will support research activities currently being performed at the first Arizona Biomedical Collaborative building.

Arizona Department of Corrections, Lewis Prison New 500 Bed Unit. Project Inspector. Responsible for special Inspections on reinforced concrete, structural masonry, post installed anchors, high strength bolting. A \$50 million Level 5 maximum-security facility, adding 500 beds to the Arizona State Prison Complex-Lewis in Buckeye.



Christian Castanedo
Construction Inspector

Education
Civil Engineering Arizona State University

Associates AGEC Sciences
Arizona Western College

Certifications
ACI (Field) 01091012

ATTI - #16626F

ATI Nuclear Gauge Certified

Kris's skillfulness brings more than 16 years of experience in the civil construction industry. His project experience ranges from construction management and administration functions to field inspection for various construction activities. In addition to inspection experience, Kris also has experience working with materials testing labs. He has a well-rounded approach to project management and is an asset to every project.

Dibble CM. Inspector. 2014 - Present. Provides inspection services for public agencies. Responsibilities include ensuring compliance with project plans and specifications, site safety and quality control of materials and placement methods. Confirm quantities of completed work and review contractor pay applications. Experience in similar projects:

- Annual Inspection: Garden Lakes
- Northside Booster Station
- 91st Avenue: Butler Drive to Mountain View
- El Mirage Road

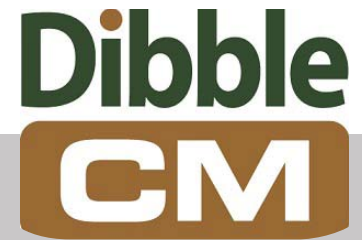
Pro-Tex. Construction Service Manager. 2013 - 2014. Responsible for coordination of services provided for clients. Monitored quality control of construction materials and placement methods. Perform special inspections and material testing services for commercial and residential construction.

AMEC Environment and Infrastructure. Senior Inspector/Project Supervisor. 2010 - 2013. Served as Project Supervisor responsible for coordination and supervision of inspection services and material testing. Also maintained project documentation, managed budgets and schedules and delivered project close-out reports. Served as Senior Inspector responsible for ensuring compliance with project plans and specifications, site safety and quality control of materials and placement methods. Confirmed quantities of completed work and reviewed contractor pay applications. Ran project coordination meetings, facilitated on-site conflict resolution and managed the processing of submittals and RFI's.

Lake Havasu City Dept. of Public Works. Engineering Technician/Coordinator. 2007 - 2010. Served as lead inspector for multiple municipal projects involving wet and dry utilities, drainage facilities and roadways. Reviewed submittals, RFI's, contractor pay applications, project schedules and material test reports. Documented daily construction activities, provided Quality Assurance for site safety, traffic control and materials testing. Performed final acceptance testing of newly installed water and sewer lines. Generated punch list items and worked with contractors to bring projects to final acceptance. Maintained communication on behalf of the City with area businesses and residents regarding impacts of construction projects.

LB3 Enterprises. Lead Surveyor. 2007. Performed construction staking for roadways, utilities and grading operations. Recorded and maintained as-built information.

Oxley Construction. Construction Coordinator/Lead Surveyor. 2006 - 2007. Performed construction staking for roadways, utilities and grading operations. Recorded and maintained as-built information. Coordinated Quality Control material testing and inspections with local agencies.



Kris Lyon
Construction Inspector

Certifications

ACI-Concrete Special Inspections

ACI-Field Grade 1

ATTI - Field

NAVFAC-CQM

CPR / First Aid

OSHA 30 Hour Certification

Erosion Control Coordinator

ATSSA Trained Supervisor (TCS and TCT)

Maricopa County Rule 310 Comprehensive Dust Coordinator

MSHA Training

Marc has over 13 years of construction management experience in Arizona and is a certified Commercial Building Inspector. Throughout the years Marc has learned that communication is one of the most important aspects of the job. He has knowledge in both the administrative and technical aspect of the industry, which makes him a valuable asset to any project team. His projects stay on schedule, budget, and are completed with quality.

Dibble CM. Inspector. 2014 - Present. Provides inspection services for public agencies. Responsibilities include ensuring compliance with project plans and specifications, site safety and quality control of materials and placement methods. Confirm quantities of completed work and review contractor pay applications. Experience in similar projects:

- Town of Guadalupe Building Inspector
- Avondale 127th Ave Waterline
- Jefferson Town Lake- Waterline Relocation
- Scenario 6 Water Transmission Main

Atwater Construction. Estimator/Project Manager. July 2015-February 2016. Estimate and bid dry utility and public works projects of all sizes throughout the Phoenix Metro area ensuring accuracy and cost efficiency. Oversee directional drill subcontractors resulting in projects that are well coordinated with inspectors, municipalities and other stakeholders. Accurately estimate and negotiate multi-phased underground wet and dry utility projects while maintaining profitability and quality construction. Effectively supervise crews as needed for projects throughout the Valley while upholding safety standards, meeting deadlines and encouraging teamwork. Order and schedule delivery of appropriate materials based on job specifications.

Sternways LLC. Owner/Operator. February 2014 - July 2015. Managed and executed day to day operations of independent renovation/repair business. Responsible for every aspect of customer service including providing accurate cost estimates, ordering parts, diagnosing issues, performing work and invoicing. Effectively managed relationships to ensure repeat business. Completed work such as carpentry, plumbing, welding, electrical, irrigation, tile, drywall, etc. in a timely and professional manner. Customers include West USA Realty, Kachina Investments, State Farm Insurance and private property owners. Purchased and ordered materials on a regular basis to ensure delivery resulting in on time job completion.

The Fishel Company. Supervisor. October 2012 - February 2014. Supervised daily operations of multiple construction crews installing underground and aerial telecommunication lines. Set-up and coordinated multiple jobs while trouble shooting challenges. Provided excellent customer service, including proactive communication about upcoming projects, to impacted residents and businesses. Scheduled, coordinated and participated in pre-construction meetings with city inspectors and subcontractors. Ordered and scheduled delivery of appropriate materials based on job specifications. Coordinated barricade plans for road projects; maintained current Blue Stake markings for all projects. Coordinated effective and appropriate notification of project details and timelines to residents and businesses; responded to customer inquiries and issues in the field and coordinated applicable responses. Ensured accurate and timely invoicing for multiple projects; produced weekly profit and loss reports; maintained purchase order reports; approved weekly timecards.



Marc Stern
Building and Civil Inspector

Certifications
International Code Council -
Commercial Building Inspector
(2015-2018)
OSHA 30 Hour Certification
OSHA 10 Hour Certification
OSHA 40 Hour Hazwoper
Certification

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DIBBLE CM LLC

[Scope of Work and Fee Proposal]

See following pages.



**City of Avondale
Ductile Iron Pipe Sanitary Sewer Rehabilitation**

Construction Phase Services

PROFESSIONAL SERVICES CONTRACT

Construction Administration and Inspection Services



7500 N. Dreamy Draw Drive Suite 200
Phoenix, AZ 85020
T. 602.957.3936

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Task 702 – YPMO: Public Involvement

Task 704 - Allowance: Additional Services as Directed

SCOPE OF WORK

Construction Administration and Inspection Services

Objectives

The City of Avondale (City) is rehabilitating sanitary sewer designed by Dibble Engineering. This Exhibit describes the scope of services and the responsibilities of Dibble CM and the City in connection with the Construction Administration and Inspection (CA&I) services for quality control monitoring during the installation of Cured-In-Place-Pipe (CIPP) lining.

The rehabilitation areas are listed in Table 1 – Project Location.

Table 1 – Project Location						
Project Area Number	Pipe Segment / Street Location	Manhole From	Manhole To	Pipe Material	Size (In.)	Length (L.F.)
1	SS13141015/N. Dysart Rd & RID Canal	MH13141017	MH13141015	DIP	16	283
1	SS13141014/N. Dysart Rd & RID Canal	MH13141015	MH13141014	DIP	16	55
2	SS15194068/107 th Ave & Crystal Gardens Pkwy	MH15194018	MH15194021	DIP	16	177
2	SS15194069/107 th Ave & Crystal Gardens Pkwy	MH15194021	MH15194017	DIP	16	51
3	SS19174008/Avondale Blvd & Buckeye Rd	MH19174006	MH20172003	DIP	30	206
4	SS12161006/El Mirage Rd. S. of Indian School Rd	MH12161004	MH12161005	DIP	16	220
4	SS12161003/El Mirage Rd. S. of Indian School Rd	MH12161005	MH12161003	DIP	16	286
4	SS12161002/El Mirage Rd. S. of Indian School Rd	MH12161003	MH12161002	DIP	16	255
4	SS12161001/El Mirage Rd. S. of Indian School Rd	MH12161002	MH12161001	DIP	16	309
4	SS12163001/El Mirage Rd. S. of Indian School Rd	MH12161001	MH12163001	DIP	16	490
4	SS12154007/El Mirage Rd. S. of Indian School Rd	MH12163001	MH12154004	DIP	16	95
4	SS12154001/El Mirage Rd. S. of Indian School Rd	MH12154004	MH12154001	DIP	16	145
4	SS12154002/El Mirage Rd. S. of Indian School Rd	MH12154001	MH12154002	DIP	16	377
5	SS15193016/Almeria Rd to McDowell Rd	MH15193010	MH15193027	DIP	20	185
5	SS15193017/Almeria Rd to McDowell Rd	MH15193011	MH15193010	DIP	20	128
5	SS15193018/Almeria Rd to McDowell Rd	MH15193012	M515193011	DIP	20	36
				Project Total:		3,298

Dibble CM with the assistance of a specialized sub consultant Dibble Engineering, will perform those services required to visually monitor the construction of trenchless rehabilitation methods for conformance with project Design Drawings and Technical Specifications describing the required work. While performing these services, Dibble CM will use engineering judgment, practices and principles that could reasonably be expected from others under like circumstances within the State of Arizona.

The City will assign a Project Manager (Mike Smith) who will serve as principal contact for the City. The City's Project Manager will provide construction contract administration, timely City

decisions, input on Project specific information and/or functions as described in this scope of services but not limited hereto.

Dibble CM will demonstrate good project management practices such as clear communication with the City and others as necessary, efficient management of time and resources including an auditable time record system, and accurate documentation of Project activities.

Dibble CM will be responsible for the professional quality, accuracy and coordination of on-site quality control monitoring as follows:

SECTION 100 – GENERAL PROJECT ADMINISTRATION

Task 120 - Invoicing:

Dibble CM will submit a written monthly invoice to the City along with a monthly progress report outlining the work task status. Dibble CM will submit one (1) hard copy of the invoice to the City's Project Manager (Mike Smith), City of Avondale Public Works, 395 E Lower Buckeye Rd, Avondale, AZ 85323.

Section 700 – SUBCONSULTANTS AND ALLOWANCES

Task 701 – Dibble Engineering: Engineering Management and On-Site Observations

Dibble CM will provide, through a qualified sub-consultant Dibble Engineering (Dibble), technical oversight over the trenchless rehabilitation of the sanitary sewer pipe along with on-site observation of contractor's installation procedures to better assure the City that rehabilitation occurs according to project Technical Specifications.

Task 702 – YPMO: Public Involvement

Dibble CM will provide, through a qualified sub-consultant Your Project Marketing and Outreach (YPMO) public involvement services. Scope of work tasks will include the following:

- Attend project status meetings as requested to report public comments received.
- Prepare a Public Involvement (PI) plan for the project;
- Prepare public notification flyers (English and Spanish);
- Conduct a business walk door to door to distribute public notification flyers to an estimated residential properties and businesses to solicit special needs (ie. businesses, hospital, schools, community college, museum, cemetery, churches, residences)
- Contact public services operating within the project corridor (emergency response police, and fire, public transportation systems) to inform them of construction activities and report any special needs or requests to the project Team;
- Preparing a pre-construction notice detailing activities during design and the upcoming construction;
- Establish a telephone hotline (Spanish and English translation) to receive and respond to calls from the public. Calls received will be logged and communicated to the project team;

Task 704 – Allowance: Additional Services as Directed

This allowance is for items not identified in the original scope but associated with the project. This allowance may cover items such as additional meetings and/or additional coordination not covered or other items as directed by the City. The use of this allowance will only be allowed after written approval from the City.

Exclusions:

The following tasks are not included in this Scope of Work. Fee for services can be negotiated at the request of the City.

1. **CCTV data collection:** Collection of CCTV data is not included in this scope of work. CCTV data files shall be provided by the City.
2. **Manhole Inspection:** Entry into the interior of the manhole for sake of condition inspection is not included in this scope of work.
3. **Maintaining Sanitary Sewer Services:** Planning, permitting and implementation of a bypass pumping system that maintains uninterrupted sanitary sewer service throughout construction.
4. **Traffic Control:** Planning, permitting, installation and maintenance of traffic control methods requested by the City.

END OF DOCUMENT



**EXHIBIT
ENGINEERING FEE PROPOSAL
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES)**

**City of Avondale
Ductile Iron Pipe Sewer Rehabilitation**

12/9/2016

Staff Classification	Labor Hours	Rate	Cost
<u>CONSTRUCTION ADMINISTRATION SERVICES</u>			
Construction Manager	20	\$165.00	\$3,300.00
Construction Inspector	20	\$110.00	\$2,200.00
CA&I Labor Sub-Total =	40		\$5,500.00
Labor Subtotal			\$5,500.00
<u>SUB-CONSULTANT COSTS</u>			
Subagreement 1 Dibble Engineerng			\$ 120,650.00
Subagreement 2 Public Outreach - YPMO		\$ 6,748.00	\$ 6,748.00
Subtotal			\$ 127,398.00
<u>OTHER DIRECT COSTS</u>			
Allowance 1 Additional Services as Directed	1	\$5,000.00	\$5,000.00 \$0.00
Subtotal			\$ 5,000.00
Total Proposal for Construction Administration and Inspection Services			\$137,898.00



**City of Avondale
Ductile Iron Pipe (DIP) Sanitary Sewer Rehabilitation**

Construction Phase Services

PROFESSIONAL SERVICES CONTRACT

Engineering Management and Inspection Services



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SCOPE OF WORK

Construction Administration and Inspection Services

Objectives

The City of Avondale (City) is rehabilitating sanitary sewer pipes. This Exhibit describes the scope of services and the responsibilities of Dibble Engineering (Dibble) in connection with the Construction Management and On-site Inspection services to assist Dibble CM with quality control monitoring of the City Ductile Iron Pipe (DIP) sewer pipe rehabilitation for the pipe segments identified in Table 1 – Project Location.

Table 1 – Project Location						
Project Area Number	Pipe Segment / Street Location	Manhole From	Manhole To	Pipe Material	Size (In.)	Length (L.F.)
1	SS13141015/N. Dysart Rd & RID Canal	MH13141017	MH13141015	DIP	16	283
1	SS13141014/N. Dysart Rd & RID Canal	MH13141015	MH13141014	DIP	16	55
2	SS15194068/107 th Ave & Crystal Gardens Pkwy	MH15194018	MH15194021	DIP	16	177
2	SS15194069/107 th Ave & Crystal Gardens Pkwy	MH15194021	MH15194017	DIP	16	51
3	SS19174008/Avondale Blvd & Buckeye Rd	MH19174006	MH20172003	DIP	30	206
4	SS12161006/El Mirage Rd. S. of Indian School Rd	MH12161004	MH12161005	DIP	16	220
4	SS12161003/El Mirage Rd. S. of Indian School Rd	MH12161005	MH12161003	DIP	16	286
4	SS12161002/El Mirage Rd. S. of Indian School Rd	MH12161003	MH12161002	DIP	16	255
4	SS12161001/El Mirage Rd. S. of Indian School Rd	MH12161002	MH12161001	DIP	16	309
4	SS12163001/El Mirage Rd. S. of Indian School Rd	MH12161001	MH12163001	DIP	16	490
4	SS12154007/El Mirage Rd. S. of Indian School Rd	MH12163001	MH12154004	DIP	16	95
4	SS12154001/El Mirage Rd. S. of Indian School Rd	MH12154004	MH12154001	DIP	16	145
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5	SS15193017/Almeria Rd to McDowell Rd	MH15193011	MH15193010	DIP	20	128
5	SS15193018/Almeria Rd to McDowell Rd	MH15193012	M515193011	DIP	20	36
Project Total:						3,298

Dibble will provide construction phase services for the trenchless rehabilitation of DIP sanitary sewer pipe and associated manholes on a time and materials basis not to exceed \$120,650.00. This scope assumes a contract duration of 4 months or June 1, 2017 whichever occurs later. The services listed in this scope of work to perform on-site quality control monitoring are as follows:

SECTION 100 – GENERAL PROJECT ADMINISTRATION

Task 120 - Invoicing:

Dibble will submit a written monthly invoice to Dibble CM along with a monthly progress report outlining the work task status.



Section 200 – INSPECTION SERVICES

A - General:

Through Dibble CM, Dibble will consult with and advise City and act as its representative during construction. The extent and limitations of the duties, responsibilities and authority of Dibble as assigned herein shall not be modified, except as Dibble may otherwise agree in writing. All City instructions to Contractor(s) will be issued through Dibble who will have authority to act on behalf of City to the extent provided in this scope of services except as otherwise provided in writing.

Dibble will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) (unless otherwise specified in the Construction Contract Documents) or the safety precautions and programs associated with the work of Contractor(s).

Dibble will make site visit(s) at periods appropriate to the various stages of construction to inspect, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the Construction Contract Documents.

Dibble's efforts shall be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Construction Contract Documents, but Dibble will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Construction Contract Documents.

Task 210 - Representation on Behalf of the City

On the basis of on-site examination of materials, equipment, and workmanship, Dibble will keep Dibble CM and the City informed of the progress of the work to endeavor to guard City against defects and deficiencies in such work and will disapprove or reject work failing to conform to the Contract Documents. This task shall include the following items:

- 1) Pre-Construction Conference: Dibble will attend a preconstruction conference. At the conference, Dibble will identify field services to be provided by Dibble and discuss appropriate coordination procedures. Dibble will prepare an agenda for the meeting and will prepare and distribute the meeting minutes. Dibble will conduct the meeting at the request of the City.
- 2) Provide construction quality control and coordination: Dibble will provide quality control services during the course of construction to assure that the overall technical correctness of the construction phase services and that specified procedures are being followed and advise the City on maintaining schedules.

Dibble will provide coordination functions during the construction phase as follows;



- A) hold bi-weekly coordination meetings with the City representative and other City staff as appropriate;
 - B) coordinate with regulatory and approving agencies and utilities as required;
 - C) coordinate the work of Dibble CM's specialty subconsultants assigned to the Project; and
 - D) verify Contractor's Material Safety Data Sheets (MSDS) are on file at the job site.
- 3) Provide project documents: Dibble will maintain and provide the following detailed project records and documentation during the construction phase:
- A) The Project records shall include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, and specifications, and other such documentation. Project records shall be delivered to the City's representative upon completion of the construction contract. Records shall be maintained under Section 400 at Dibble office.
 - B) Status reports for the construction contract shall be provided under Task 410.

Task 220 - Administer the Construction Schedule

Dibble opinions concerning the various scheduling documents produced or used by the Contractor are for information and are not controlling on the Contractor. It is the Contractor's responsibility to continue to exercise its independent judgment concerning means, methods and sequences of construction it employs. The Contractor remains solely responsible for meeting contract time(s) given in the Construction Contract Documents.

- 1) Review construction schedule: Dibble will review and comment on the Contractor's progress schedule in accordance with the Construction Contract Documents. Dibble will examine the work sequence, durations, interim milestones, and other appropriate scheduling features in accordance with the requirements of the Construction Contract Documents. Dibble will prepare a summary of the review comments and will meet and discuss the schedule comments with the Contractor and the City's representative.
- 2) Review progress schedule updates: Dibble will review the Contractor's progress schedule updates to the construction schedule in accordance with the Construction Contract Documents. Dibble will perform a review of progress accomplished during the period and compare to planned schedule and discuss significant discrepancies with the Contractor. Dibble and Contractor will establish, based on the data, the percent of Project completion. Dibble will meet with Contractor on monthly basis to review and update the schedule



data. Based upon the schedule update, Dibble will recommend processing progress payments. The primary performance of the task will be performed under Task 400.

Task 230 - Review Contractor's Submittals and Test Results

Dibble will receive, review, evaluate, distribute, and take other appropriate actions with respect to shop drawings, samples, test results, and other data which Contractor is required to submit. Dibble's review shall be for conformance with the design concept of the Project and compliance with the information given in the Construction Contract Documents. Such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto. Dibble will receive and review (for general contents as required by the Construction Contract Documents), guarantees, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Construction Contract Documents.

Dibble will maintain a submittal log showing dates of submittal, transmittal action to other subconsultants, dates of return and review action. Copies of the log shall be furnished to the City and the Contractor monthly. Dibble will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. Dibble will not approve any proposed substitution unless such substitution conforms to the Project design concept and the Construction Contract Documents including the contract price.

Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews. The cost for additional reviews shall be the responsibility of the Contractor. Each subsequent review shall be performed at a rate of \$165.00 per hour.

Task 240 - Issue Interpretations and Clarifications

Dibble will issue the City's instructions to Contractor(s); issue necessary interpretations and clarifications of the Construction Contract Documents; have authority, as City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Construction Contract Documents and judge the acceptability of the work thereunder, and make decisions on all claims of City and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Construction Contract Documents pertaining to the execution and progress of the work. Dibble will render interpretations or decisions in good faith and in accordance with the requirements of the Construction Contract Documents.

Dibble will respond to the City's representative and/or Contractor to clarify and/or interpret technical or design related questions. Routine technical interpretations shall be responded to under Task 410. Dibble will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the Construction Contract Documents. Dibble will serve as the City's advisor in resolution of these issues.



Task 250 - Certify Contractor Progress Payments

Dibble will review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values. The schedule of values, in combination with Dibble's field inspections, and the progress schedule shall be used by Dibble to determine the appropriateness of the Contractor's request for payment.

Dibble, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor and recommend in writing, payments to Contractor in such amounts; such recommendations of payment will constitute a representation to City, based on such inspections and review, that;

- 1) the work has progressed as indicated;
- 2) to the best of Dibble's knowledge, information and belief, the quality of such work is in accordance with the Construction Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any qualifications stated in the recommendation); and
- 3) payment of the amount recommended is due and owing to the Contractor.

For unit price work, the Dibble's recommendations for payment will be a determination of completed quantities of such work.

Task 260 – Substantial and Final Completion Inspection

Following notice from the Contractor, Dibble will conduct an inspection to determine if the Project or the work associated with interim milestones is substantially complete in accordance with the Construction Contract Documents. If Dibble considers the work substantially complete, Dibble will deliver to the City and the Contractor the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the City and the Contractor. If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

Dibble will, upon completion of the punch list items as notified by the Contractor, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations so that Dibble may recommend, in writing, final payment to Contractor and may give written notice to City and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the City whether the work is finally complete. At or prior to the final inspection, Dibble will request the Contractor prepare and furnish;

- 1) certification that all obligations for payment for labor, materials or equipment related to



the work have been paid or otherwise satisfied;

- 2) certification that all insurance and bonds required of the Contractor beyond final payment is in effect and will not be canceled or allowed to expire without notice to the City;
- 3) the written consent of surety for final payment;
- 4) record document information is complete and submitted;

If the work is not finally complete, the process shall be repeated until the work is finally complete.

Promptly after the work is determined to be finally complete and Dibble determines that the Contractor has properly submitted the items required for final inspection, Dibble will determine whether the Contractor is entitled to final payment and, if so, will so certify to the City.

Dibble's certification that the Contractor is entitled to final payment constitutes representation to the City that;

- 1) the work complies with (a) the Construction Contract Documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the Project, and (c) applicable installation and workmanship standards;
- 2) the Contractor has submitted proper Final Completion close-out documents; and
- 3) the Contractor is entitled to final payment.

Dibble will provide to the City, at the time it submits a signed final payment request from the Contractor, all Final Completion close-out documents.

Dibble will not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except Dibble's own employees and agents) at the site(s) or otherwise performing any of the Contractor(s)' work; however, nothing contained in Tasks 210 through 260, inclusive, shall be construed to release Dibble from liability for failure to properly perform duties in accordance with this scope of services.

SECTION 300 - ENGINEERING SERVICES during CONSTRUCTION

Task 320 - Minor Changes, Change Order Requests, and Change Orders

Dibble, without the City's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the Construction Contract Documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved



design elements. Any such minor changes shall be implemented by written field order. Except as provided in this paragraph, Dibble shall not have authority to direct or authorize changes in the Work without the City's prior written approval; however, Dibble shall provide a copy of any written field order to the City.

Dibble will promptly consult with and advise the City concerning, and shall administer and manage, all change order requests and change orders.

Dibble will prepare, when requested by the City, required drawings, specifications and other supporting data regarding minor changes, change order requests and change orders.

Dibble will prepare and submit change order requests explaining the merits for the change and a recommendation for the City's approval and acceptance.

Dibble will negotiate an agreement with the Contractor as to scope of work and cost, time or both associated with the change in Work. The change order shall include a written justification for the cost of the Work.

Dibble will administer and manage minor changes, change order requests, and change orders on behalf of the City. Change orders shall be prepared on a standard form provided by the City.

Should a change order request be accepted by the City in the absence of an agreement with the Contractor as to cost, time, or both, Dibble will;

- 1) receive and maintain all documentation pertaining to the change order request required of the Contractor;
- 2) examine such documentation on the City's behalf;
- 3) take such other action as may be reasonably necessary or as the City may request; and
- 4) make a recommendation to the City concerning any appropriate adjustment in the construction cost and/or time and prepare a change order for Contractor's acceptance and City approval.

Changes and substitutions shall be limited to the scope of the Project as defined by the Construction Contract Documents or additional work as may be requested by the City.

Task 340 – Record Drawings and Project Documents

Dibble will prepare the following:

- 1) DIP Sewer Pipe Rehabilitation: One (1) set a set of Record Drawings depicting those changes made during construction. Record Drawings information shall be based on



marked-up prints, drawings, and other data furnished by Contractor(s) to Dibble which Dibble will review for accuracy and completeness. Use the original cover sheet with all the signatures and Engineer's seals for the record drawings.

Deliverables

- Project documents shall be in PDF format and organized based on the City file structure and delivered to the City's Project Manager on an external hard drive. The Record Drawings shall be available within thirty (30) days of receipt of all data in its entirety from the Contractor.

SECTION 400 - RESIDENT SERVICES during CONSTRUCTION

A - General

The Inspector will be furnished and will act as directed by Dibble, in order to assist Dibble in inspecting performance of the work of the Contractor(s). Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the Inspector, Dibble will endeavor to provide further protection for City against defects and deficiencies in the work of Contractor(s); but the furnishing of such Inspector will not make Dibble responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

Inspector, as Dibble's agent, will act as directed by and under the supervision of Dibble, and will confer with Dibble. Inspector's dealings in matters pertaining to the on-site work shall in general be only with Dibble and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with City will be only through or as directed by Dibble, and when appropriate, may be through the Inspector.

B – Inspector's Duties and Responsibilities

Task 410 - Field Administration

Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor, and consult with Dibble concerning their acceptability.

Meetings: Participate in preconstruction conferences and periodic construction progress meetings.

Liaison: Serve as Dibble's liaison with Contractor, working principally through Contractor's superintendent and assist the superintendent in understanding the meaning of the Construction Documents. Assist Dibble in serving as City's liaison with Contractor, when Contractor's operations affect City's on-site operation. As directed by Dibble, assist in obtaining from City additional details or information, when required at the job site for proper execution of the work.



Submittals and Samples: Submittals and samples which are furnished by Contractor will be received and reviewed as defined in Task 230. Advise Dibble and Contractor or its superintendent prior to the commencement of any work requiring a submittal or sample submission if the submission has not been approved by Dibble.

Interpretation of Construction Contract Documents: Receive and transmit clarifications and interpretations of the Construction Contract Documents to/from the Contractor and Dibble as described in Task 240. Inspector will notify the City's representative of Dibble's decision prior to issuance to the Contractor.

Changes: Consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to Dibble. Dibble will notify the City's representative of changes or alterations believed to be in the City's best interest. Dibble will provide the City's representative with support information of proposed changes. Dibble will prepare drawing, details, and specifications needed to describe and justify the change. Dibble will prepare an estimate of the cost and time impact of the change and negotiate scope, cost, and schedule with the Contractor.

Records: Maintain at the job site files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Construction Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Dibble's clarifications and interpretations of the construction documents, progress reports, and other Project related documents.

Prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to Dibble.

Record names, addresses and telephone numbers of the Contractor's staff, subcontractors and major suppliers of materials and equipment.

Maintain notes to be capable of cross referencing the Contractor's record drawing information for accuracy and completeness.

Receive, review and process daily inspection reports.

Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photographic file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be incorporated into Daily Reports and labeled as to the subject.



Reports: Each month, Dibble will furnish to the City the Project progress meeting minutes (as the construction contract status report) describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

The report will include as a minimum;

- 1) Total Project cost to date;
- 2) Total Project cost during the period;
- 3) Planned versus actual progress;
- 4) Actual and/or potential defaults or violations of the Construction Contract Documents;
- 5) Remedies to the above;
- 6) Change order activity summary (Task 320); and
- 7) Other Project issues.

Consult with Dibble in advance of scheduled major tests, inspections or start of important phases of the work.

Promptly notify Dibble of any accident relating to the Project.

Contractor Pay Applications: Review applications for payment as described in Task 250 with Contractor(s) for compliance with the established procedure for their submission and forward those with recommendations to Dibble, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Task 420 - On-Site Inspection and Review of Work

Inspector will maintain a presence at the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:

- 1) Conduct on-site inspections of the work in progress to assist Dibble in determining if the work is proceeding in accordance with the Construction Contract Documents and that completed work conforms to the Construction Contract Documents.
- 2) Report to Dibble whenever it is believed that any work is unsatisfactory, faulty or defective or does not conform to the Construction Contract Documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise Dibble when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
- 3) Verify that tests, equipment and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; inspect,



record and report to Dibble appropriate details relative to the test procedures and start-ups.

- 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Dibble.

Level of effort assumes Inspector's presence during the project duration, five (5) days per week, eight (8) hours per day, for fourteen (14) weeks, excluding weekends, and holidays.

Task 430 - Review Pre- and Post-Rehabilitation CCTV Videos

Inspector will review videos of the pipe interior condition recorded by the Contractor both before and after the rehabilitation of each segment of pipe. Dibble will notify the Contractor of any unacceptable work that is observed on the videos. Dibble will maintain documentation of the review process and the corrective action taken, if required, by the Contractor.

Task 450 – Punch List Review / Project Completion

Inspector will assist Dibble during the inspection for Substantial Completion and Final Acceptance as described in Task 260 as follows:

- 1) Before Dibble issues a Certificate of Substantial Completion, submit to Contractor a list of inspected items requiring completion or correction in accordance with the requirements of the construction documents.
- 2) After the Contractor has completed the work identified in the List of Pipe Segments to be Rehabilitated or shown in the Design Drawings and upon request of the Contractor, Inspector will conduct final inspection with Dibble, City and Contractor. If necessary, prepare a Final Punch List of items to be completed or corrected in accordance with the requirements of the Construction Contract Documents.
- 3) After the Contractor has completed the work of the final punch list and upon written notice from the Contractor, review and determine that items on the Final Punch List have been completed or corrected and make recommendations to Dibble concerning acceptance.

Section 700 – Allowances

Task 705 – Miscellaneous Expenses

Reimbursable expenses have been identified for this assignment as follows:

Reproduction/Plotting: Any cost associated with the reproduction or plotting of project documents will be submitted by Dibble for reimbursement and external hard drive for data transfer.

END OF DOCUMENT

