

**SERIAL 13161 RFP MCDOT OPERATIONS ON-CALL CONSULTANT
Contract - Dibble & Associates Consulting Engineers, Inc.**

DATE OF LAST REVISION: September 11, 2014 CONTRACT END DATE: August 31, 2016

CONTRACT PERIOD THROUGH AUGUST 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MCDOT OPERATIONS ON-CALL CONSULTANT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 11, 2014**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/jl
Attach

Copy to: Office of Procurement Services
Valerie Chavez, MCDOT
Jeffrey Kramer, MCDOT



CONTRACT PURSUANT TO RFP

SERIAL 13161-RFP

This Contract is entered into this 11th day of September, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Dibble & Associates Consulting Engineers, Inc. an Arizona corporation ("Contractor") for the purpose of providing the Maricopa County Department of Transportation (MCDOT) Operations On-Call Consultant services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Two (2) years, beginning on the 11th day of September, 2014 and ending the 31st day of August, 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Four (4) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery

- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 CONTRACT VALUE

The contract value of work requested during the life of this contract is unknown at this time, the least amount being zero and the maximum amount being limited to the “not to exceed” amount of the contract. The contract value may increase or decrease each year dependent on the amount of available funding, however, will be limited to no more than \$200,000 in any contract year and \$1,200,000 aggregate over the total term of the contract.

3.5 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.6 FACILITIES:

During the course of this Contract, the County shall provide the Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.7 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.8 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.9 DELIVERY:

It shall be the Contractor’s responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.10 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.11 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person

or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 **Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage,

personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation:

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

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.13 Professional Liability:

Professional Liability Insurance which will ensure and provide coverage with limits of not less than \$2,000,000 for each occurrence.

6.2.14 Certificates of Insurance.

6.2.14.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

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

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

6.2.15 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with the Contracts requirements, County may require the Contractor to perform the services again in conformity with the Contracts requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Dibble & Associates Consulting Engineers, Inc.
Attn: Kent Dibble
7500 North Dreamy Draw Drive
Suite # 200
Phoenix, AZ 85251

6.8 ORDERING AUTHORITY.

6.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

6.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

6.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

6.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds,

licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.12 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.13 **OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.14 **RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 **ADDITIONS/DELETIONS OF SERVICE:**

6.15.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are

required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

- 6.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.16 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

6.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.19 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 CONTRACTOR LICENSE REQUIREMENT:

6.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain

licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.26.1.2. have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.26.1.3. are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4. Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.26 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.28 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.29 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.29.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.29.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.30 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.31.1 Exhibit A, Vendor Information / Pricing;
- 6.31.2 Exhibit B, Intent / Scope of Work;
- 6.31.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Dibble & Associates Consulting Engineers, Inc., dba Dibble Engineering

Kent M. Dibble
AUTHORIZED SIGNATURE

Kent M. Dibble, President
PRINTED NAME AND TITLE

7500 N. Dreamy Draw Drive, Suite 200, Phoenix, Az 85020
ADDRESS

7/22/2014
DATE

MARICOPA COUNTY

[Signature]
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

9/16/14
DATE

~ OR ~

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

15 September 2014
DATE

(Technical/Design Staff)	\$145.00
(Support/Administrative Staff)	\$115.00

Hourly Rates for Additional Services Outside the Scope of Work. \$145.00

Additional Consulting Categories and Rates:

Principal	\$220.00
Principal Engineer	\$185.00
Senior Project Manager	\$175.00
Project Manager	\$165.00
Senior Engineer	\$160.00
QA/QC Manager	\$155.00
Project Engineer (PE)	\$145.00
Assistant Project Engineer (EIT)	\$115.00
Senior Technician	\$120.00
Designer	\$110.00
Technician	\$95.00
Information Technology Manager	\$120.00
Senior Administrative Assistant	\$110.00
Administrative Assistant	\$95.00

3.21.3 Executive Summary

Dibble Engineering is pleased to submit our proposal for the Maricopa County Department of Transportation (MCDOT) Operations On-call Consultant and is extremely interested in being selected as a consultant. We are committed to allocating our company's resources to meet the needs of the MCDOT Operations Division. We are confident that our proposal will demonstrate our team's qualifications, abilities and commitment to perform the assigned tasks.

Our Company

Dibble Engineering Dibble Engineering is headquartered in Phoenix, Arizona. We are a local firm with a long term relationship with Maricopa County. Since 1962, Dibble Engineering has provided a full range of quality engineering services to clients throughout Arizona. Our business is built on honesty, ethics, quality and service. This culture leads to long-term client relationships, allowing us to help meet today's needs and achieve tomorrow's goals.

Our Team

Our combined team has a total of 125 years of experience in the transportation industry. Kent Dibble, President and Principle for this project has a total of 41 years of experience. Tim Wolfe, our Project Manager, has 30 years of experience. Drew Spears has 27 years of experience and Paul Balch has 14 years of experience. Teresa Makinen, Principal for MakPro Services, has 13 years of experience in conducting facilitation services for a variety of clients. We have experience in planning, designing, constructing,

operating and maintaining complicated transportation systems.

Our Project Manager

Tim Wolfe, our Project Manager, has 27 years of experience with the Arizona Department of Transportation. As the District Engineer for the Phoenix Maintenance District, he was responsible for over 4,000 lane miles of roadway. He was responsible for all of the maintenance activity for ADOT within Maricopa County. He managed 250 full time employees and 300 contract employees. He was responsible for an annual budget of \$50 million. ***Tim has the experience and understanding of the processes and procedures necessary to maintain and operate a large scale roadway system.***

Tim is especially skilled in pulling together interdisciplinary teams to review processes and procedures and provide improvements. He has conducted benchmarking studies to identify improvements and has implemented these improvements throughout the entire organization.

Examples of Tim's experience with studies and improvements include:

- staffing levels for maintenance organizations
- evaluation of equipment distribution and evaluation
- assessment of overtime
- assessment of callback procedures
- managing change within the maintenance organization

- guidelines for emergency responders
- staffing levels for emergency responders
- guidelines for freeway closures
- analysis of budget shortfalls
- regional plans for landscape maintenance
- assessment of 24 hour vehicle assignments
- justifications for new maintenance facilities
- roadway lighting maintenance and repair
- regional mowing plan
- regional signing responsibilities
- strategic planning
- quarterly reporting
- prioritization of pavement preservation

As the sponsor for the ADOT Maintenance Servant Leadership Team (MSLT), Tim was responsible for directing the activities of the statewide team of maintenance engineers and superintendents. As the sponsor he initiated and conducted the following studies:

- On-call Procedures for Maintenance Forces
- Highway Operations Technician Inequity in Pay
- Signal and Lighting Technician Assessment
- Equipment Operator Training and Evaluation Program Academy
- Heavy Equipment Automated Motor Pool Study
- Insurance Recovery Program Study

Tim's experience in maintenance and operations and his skill in conducting process improvements uniquely positions him to assist the MCDOT Operations Division in identifying opportunities for improvement, assessing the impacts of these improvements and then implementing those that are selected by the MCDOT Operations Division Leadership.

Our Approach

Throughout the State and the Country, there are many maintenance forces that have faced similar challenges to those that the MCDOT Operations Division is currently facing. We believe that it is much more effective to go out and find good ideas that others have implemented than it is to create everything from scratch. ***The Dibble Team has extensive experience with county engineers, state transportation officials, and local municipalities.*** We will utilize these many relationships to find the best and brightest ideas from amongst the leading innovators throughout the United States.

As a tool to assist us with this effort, we will be utilizing the National Cooperative Highway Research Program (NCHRP) Report 511, a Guide for Customer Driven Benchmarking of Maintenance Activities. The objective of the benchmarking process is to identify, evaluate, and implement best practices by comparing an agency's performance with those of other agencies throughout the industry.

For each of the assigned tasks, the Dibble Team will meet with the key process owners, will document current processes and procedures, will reach out and benchmark against leading innovators, will provide recommendations for improvements and will assist in the implementation of chosen strategies. We will insure that the process owners are included throughout the entire assignment and that they have buy in to future improvements, manuals, guidelines

and other project deliverables.

Dibble Engineering excels at managing task driven schedules and will ensure quality control throughout the project. We have developed a Microsoft Project Schedule for the first three work assignments and will update this schedule on a bi-weekly basis and incorporate any change in tasks, work assignments or schedule. We will provide a summary to the MCDOT Operation Manager at the bi-weekly meetings. We are serious about insuring quality in our projects and have a full time, independent Quality Assurance/Quality Control Team with over 81 years of experience in the industry.

Our Keys to Success

We have identified three keys to successfully implementing positive change, they are:

1. Unequivocal support of the Senior Leadership within the MCDOT Operations Division.
2. A culture in which improvements can thrive.
3. Clearly defined performance measures which are integral to documenting current performance, identifying opportunities for improvement, and providing measurements of success.

Dibble Engineering's Team will provide the support to insure leadership's success, create a culture of change and provide realistic performance measures which will be utilized to develop improvements.

WHY Dibble Engineering?

- ***Dibble Engineering's proven track record,***
- ***Our team's combined experience in the industry,***
- ***Our Project Manager's extensive experience in maintenance and operations, and***
- ***Our proven approach to process improvement and our commitment to the success of this program will uniquely position us to be the consultant of choice for the MCDOT Operations Division.***

3.21.4 Proposal

3.22.4 Project Understanding and Approach

Throughout the State and the Country, there are many maintenance forces that have faced similar challenges to those that the MCDOT Operations Division is currently facing. We believe that it is much more effective to go out and find good ideas that others have implemented than it is to create everything from scratch. **The Dibble Team has extensive experience with county engineers, state transportation officials, and local municipalities.** We will utilize these many relationships to find the best and brightest ideas from amongst the leading innovators throughout the United States.

3.22.4.1 Describe and demonstrate your team's comprehension of the goals and objectives of this contract.

The Maricopa County Department of Transportation (MCDOT) Operations Division is responsible for the roadway operations within the County. The Operations Division is divided into five branches: Administrative Branch, Field Operations Branch, Traffic Operations Branch, Operations Support Branch and Financial Support Branch. There are approximately 205 employees within the Division.

The intent of this contract is to provide operational consulting services to support the Division. The support may include but not be limited to the following general areas:

- Strategic and Operational Planning

- Best Practices Evaluations
- Technical Report Preparation
- Process Change Implementation assistance and/or other general consulting support

The Operations Division has an immediate need to assist them with three particular work assignments:

- Perform a best practices benchmarking study and development of an associated static and operational/management plan for the MCDOT Adopt-A-Highway program.
- Evaluate existing operations and maintenance practices and procedures within MCDOT and development of a consolidated, comprehensive Field Procedures Manual
- Perform a best practices evaluation and process improvement for such activities as standby/on-call procedures, or various work flow processes.

Dibble's team has experience in all three of these areas:

Adopt-A-Highway Program

Our Project Manager was responsible for all of the ADOT Adopt-A-Highway sections in Maricopa County. He was responsible for a total of 171 sponsored adopt-a-highway sections and 80 volunteer adopt-a-highway locations. He has been involved in updating policies and procedures to make this process more effective.

Teresa Makinen has experience with process improvements and internal assessments for the Department of Defense. She is experienced in

assisting groups, through a facilitated process, to take ownership of their own processes to make improvements, increase efficiencies, and memorialize what they do and how they do it in a document. She will be facilitating discussions with the MCDOT Operational Division employees to document current procedures and discover opportunities to make improvements.

Maintenance Practices and Procedures

As both a District Engineer and an Assistant State Engineer, Tim Wolfe has been a leader in developing and implementing practices and procedures for maintenance and operations. He has 17 years of experience as a senior manager within one of the largest transportation maintenance and operations agencies in the State of Arizona. He understands the complexities of maintaining a roadway system and has experience in every facet of maintenance and operations. Teresa Makinen has experience in process improvement and organization of diverse teams. She is able to pull together groups and assist them in forming, storming, norming and performing. As a process improvement leader, she will be able to get the Operations Division employees to work together to find significant improvements and opportunities.

Paul Balch has experience in working with cities to improve their processes for maintenance and preservation of roadways. He recently assisted Gila Bend and Goodyear with their pavement preservation programs. He helped them to assess their current treatment strategies, and to identify new pavement treatment options. Paul will provide experience to the

team on preservation and maintenance strategies for roadways.

Drew Spear has been working with MCDOT on the Northern Parkway Project. He has experience with standards and specifications for roadway construction. He also has experience with traffic control and work zone management.

Standby/On-Call Procedures

Tim Wolfe has previously developed and implemented procedures for on-call of employees, 24 hour vehicle utilization, and overtime management. He was responsible for a work force of 250 employees that were required to respond 24 hours per day, 365 days per year. He understands the toll that this can take on the employees and he has developed processes and procedures to try and reduce the impact to employees. He also understands the life safety and critical nature of transportation responders. As a former ALERT Team Member and ALERT Captain, he has been directly involved in emergency response.

Additional Maintenance and Operations Experience

Aside from the three specific work assignments that have been identified, we also have experience in the complete cross section of maintenance and operations functions. Some of the many functions that we can assist with are:

- field office operations
- roadway maintenance operations
- signal and lighting maintenance
- signing and striping maintenance
- fleet management
- equipment operations training
- dispatching and documenting trouble calls

- emergency response
- preventive maintenance
- pavement preservation
- surface treatments
- work zone management
- traffic control
- maintenance planning
- project inspection
- insurance recovery
- procurement of maintenance materials and services
- training
- asset/maintenance management systems
- budgeting
- finance
- strategic planning

3.22.4.2 Describe your proposed team’s approach to managing the work.

There are many maintenance forces that have faced similar issues to those that MCDOT Operations Division is currently facing. We believe that it is much more effective to go out and find good ideas that others have implemented than it is to create everything from scratch. Benchmarking of processes from other similar agencies is critical.

- Dibble Engineering has been heavily involved with the **Arizona Association of County Engineers** (AACE) and has worked with many of the County Officials and has an excellent network of experts in the field of maintenance and operations.
- Tim Wolfe has been actively involved in the **American Association of State Highway and Transportation Officials** (AASHTO) and the **Western Association of State Highway and Transportation Officials** (WASHTO). He has

contacts throughout the Country that can assist with locating the innovators in particular fields.

- Dibble has worked with **all of the major cities and municipalities within Maricopa County**. We have an extensive network of municipal employees that can be tapped into for finding good ideas.



The National Cooperative Highway Research Program (NCHRP) Report 511 is the Guide for Customer Driven Benchmarking of Maintenance Activities. The objective of benchmarking is to identify, evaluate, and implement best practices

by comparing your agency’s performance with those of other agencies. Customer-driven benchmarking defines best practices as those practices that provide the highest levels of customer satisfaction, measured by customer surveys and other performance indicators.

This guide leads the user through the benchmarking process, providing details on how to select partners, establish performance measures, use those measures to assess performance, and implement best practices.” Dibble will utilize this report as a tool to assist with benchmarking practices within the MCDOT Operations Division.

The NCHRP Report 511 has a catalog of benchmarking measures. This catalog includes measurements

This NCHRP report provides state and local roadway maintenance managers with guidance on how to evaluate and improve their agency’s performance through a process called “customer-driven benchmarking.”

and benchmarking for many of the process and work assignments that MCDOT has identified to review. Dibble Engineering will use this catalog as a resource for these studies.

We also envision using previous efforts from other organizations to provide additional input into this process. The Arizona Department of Transportation previously surveyed 15 western states concerning their experience and approach to on-call for employees. Dibble will utilize this information as well as contacting other selected agencies to benchmark their approach to standby and on-call procedures.

The Arizona Department of Transportation has also developed guidelines for maintenance activities. They have over 250 activities that they have defined in the ADOT Maintenance Performance Control System (PECOS). Dibble will develop a new activity list for the MCDOT Operations Division and will utilize the ADOT activities as a benchmark for developing this list. Dibble will also utilize the guidelines as a reference in developing the MCDOT Field Operations Manual.

Project Management

Dibble's Project Manager, Tim Wolfe, will be responsible to manage each of the work assignments. Dibble will utilize Microsoft Project in order to track all assignments. We have entered the work assignments and tasks into Microsoft Project (see **Figure A, page 9**): As the tasks progress and additional work assignments are added, the schedule will be updated.

Tim has experience in managing very large projects with multiple simultaneous activities. He has managed a workforce of 550 total employees. He will ensure that all tasks are being properly completed and that all of the participants in the process are completing their assignments.

As a means to enhance communication, Dibble will meet on a bi-weekly basis with the Operations Division Manager and other Operations Division Employees as determined by the Manager. Dibble will prepare an agenda for each meeting and will produce a brief summary of the key discussions after the meeting. We will utilize this meeting to convey current information and will also utilize this meeting as a means to collect information and gather ideas for the efforts.

Dibble's official headquarters, principal office, and Transportation Practice is located at 7500 North Dreamy Draw Drive in Phoenix. All work will be accomplished from there or Maricopa County facilities, as necessary, and to best meet the project needs.

3.22.4.3 Discuss any major issues your team has identified and how you intend to address those issues.

The NCHRP 511 Report identifies three prerequisites for successful customer-driven benchmarking. We see these three pre-requisites as key issues for the on-call consultant contract.

1) Leadership

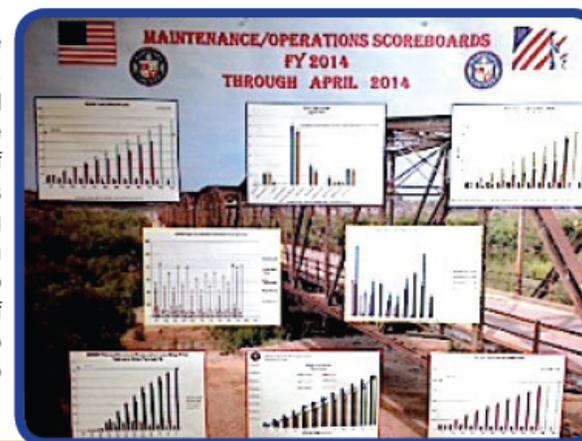
A key to effective change within a maintenance organization is commitment from the leadership. Change requires the strongest support from the head of maintenance. In addition, it usually requires the full endorsement of the chief executive officer. Jeff Kramer, MCDOT Operations Division Manager, has demonstrated a complete commitment to improving the organization. John Hauskins, Transportation Director, has conveyed a similar commitment. A key to effective improvements will be the continued support of leadership. Our team will provide support, leadership and direction to effectively enable MCDOT Leadership to make these changes.

2) Culture

The second key to effective process improvement is culture of the organization. It is key to get buy in from those that have ownership in the process. As MCDOT Operations Division begins to look at their processes and identify ways to refine them, it is very important that this be addressed. Dibble Engineering has assembled a team that has experience in process improvement and has experience in maintenance and operations. This team brings credibility to the project and can insure that the process owners also become the owners for change. Tim Wolfe and Teresa Makinen have experience in working with teams to develop change from within.

3) Agreed-Upon Measures

The third key is to agree on the measures that will be used for customer driven benchmarking. MCDOT Operations Division has clearly defined measures. They are prominently displayed for all employees to see and they have made performance measures an integral part of maintenance process. Our team has experience in developing performance measures and



utilizing them to improve maintenance process.

As a District Engineer, Tim Wolfe developed performance measurements and quarterly reporting within the District. He utilized these measurements to support a number of process improvements. He also utilized these performance measures to justify additional funding and resources. Our experience in utilizing measurements as a tool will be invaluable to MCDOT Operations.

3.22.4.4 Define any assumptions made in formulating criteria response.

In formulating our response, we have identified a number of key meetings and team interactions that will need to take place. We have made the assumption that the Operations Division employees will be available for those meetings.

In our schedule we have included MCDOT review time as per the Scope of Work in section 2.0. We have assumed that staff will be available to review deliverables in accordance with these timeframes.

3.22.5 Ability to Perform

Dibble has entered the first three work assignments into Microsoft Project. Our Project Manager, Tim Wolfe, will update this schedule on a biweekly basis and incorporate any changes in tasks, work assignments, or schedule. He will provide a summary to the MCDOT Operations Manager at the biweekly meetings. Tim has experience with creating and reviewing large critical path method (CPM) schedules. As a construction engineer in the field, he developed and reviewed CPM's with thousands of work activities.

At the initial consultation meeting for each work assignment, Tim will review the project scope, approach and understanding, schedule and key team members. As a work assignment progresses, he will ensure that tasks stay on schedule and that MCDOT is notified of any potential issues.

Dibble is serious about insuring quality in our projects. We have a full time, independent Quality Assurance/Quality Control Team that reviews deliverables. Our QA/QC manager, Vince Gibbons has a total of 31 years of experience and our QA/QC engineer Jake Doss has 50 years of experience. We have included hours in our proposal for Vince and Jake to review each draft and final deliverable. Dibble develops a Specific Project Quality Management Plan at the start of every project to ensure all contract documents, including subconsultant deliverables, meet the standards of quality established by Dibble and the County. Dibble has written policies and procedural documents, as well as report templates, that all staff members are required to follow and use in preparing project deliverable to ensure they are developed correctly and accurately. In addition, audits performed by firm principals, provide an additional level of assurance that all deliverables are checked and rechecked.

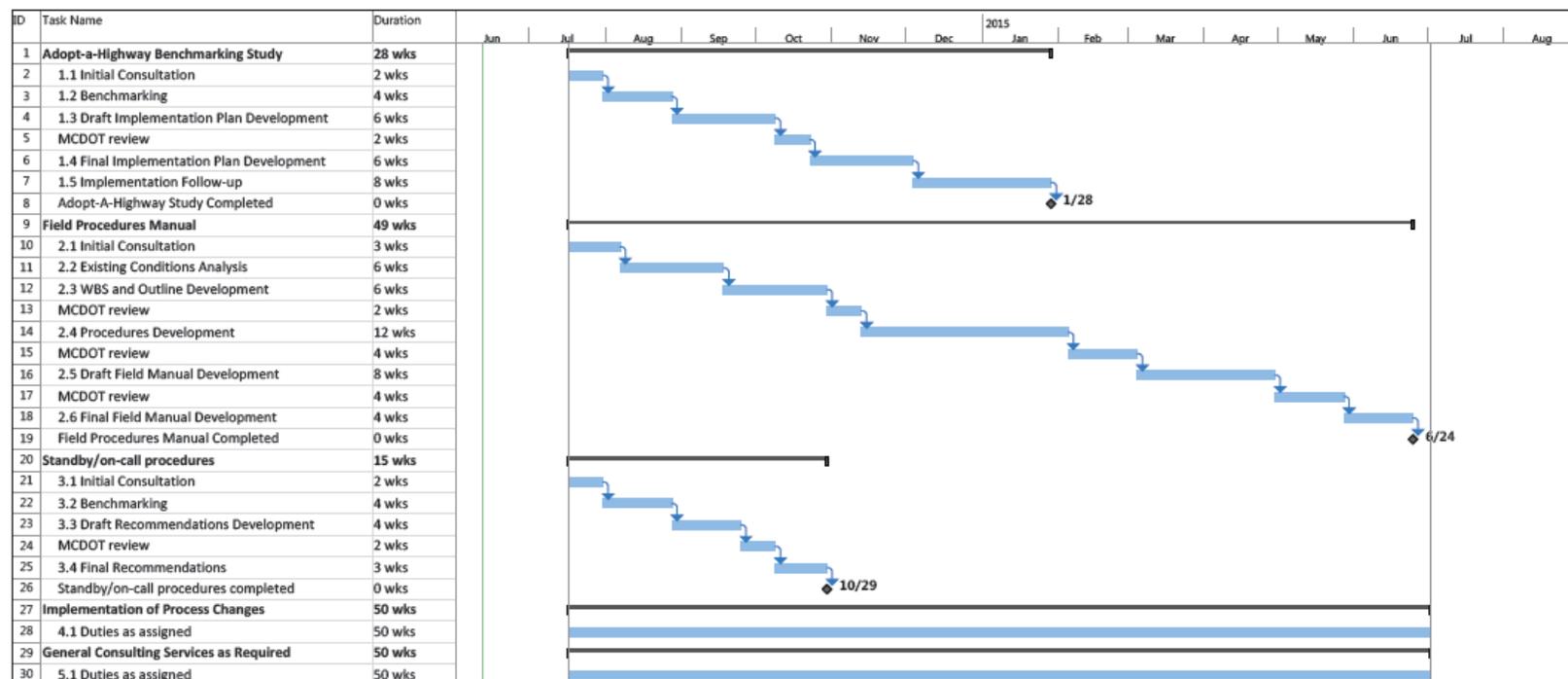
3.22.6 Cost

Dibble has submitted its pricing in a separate Excel spreadsheet per the BidSync electronic submission instructions.

Dibble's project schedule appears on the following page.

Project Schedule

Figure A - Project Schedule



Project: MCDOT on-call for O & S
Date: Thu 6/12/14

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

3.21.5 Qualifications

3.22.1 Proposed Project Manager

3.22.1.1 Professional Registrations and/or certifications, if applicable.

Dibble Engineering is licensed with the Arizona State Board of Technical Registration, number 10035. Dibble & Associates Consulting Engineers, Inc. was incorporated in 1962 with the Arizona Corporation Commission and has been doing business as Dibble Engineering since 2007.

Dibble is pleased to propose Tim Wolfe as our Project Manager for the MCDOT Operations On-Call Consultant contract.

Timothy M. Wolfe - Project Manager

Professional Registration: Arizona Registered Professional Civil Engineer, No. 24154

Certificates: Operations Academy Senior Management Program, Federal Highway Administration and University of Maryland, March 2007

3.22.1.2 Describe the individuals' qualifications in terms of education and experience, including any particular style and skills that will benefit this contract.



Tim has **30 years of experience** in the Transportation Industry. He has 27 years of experience with the Arizona Department of Transportation. Tim has a Bachelor's Degree in Engineering from Purdue University and a

Master's Degree in Civil Engineering from Arizona State University.

As District Engineer over the Phoenix Maintenance District he was responsible for 580 centerline miles of roadway, 4,077 lane miles of pavement, 5,000 acres of landscape, 171 sponsored adopt-a-highway sections, 80 volunteer adopt-a-highway locations, 195 miles of drainage channel, 255 pumps, canals, tunnels, storm water retention basins, 150 miles of cable barrier, 150 miles of sound walls, 170 traffic signals, 157 ramp meters, 13,000 street lights, 125 closed circuit TV cameras, 67 dynamic message signs and all of the associated infrastructure for the freeway system.

Tim developed a regionally funded transportation program for landscape, litter, sweeping and graffiti. He approved encroachment permits, coordinated District right of way activities, oversaw environmental clearances for maintenance and coordinated with cities and counties. He led and managed 250 engineers, technicians and administrative staff plus over 300 contract personnel. He was responsible for 23

separate offices and controlled a \$50M annual budget for maintenance, construction and administration.

Tim is especially skilled in pulling together interdisciplinary teams to review processes and procedures and recommend improvements. He has extensive experience in working with maintenance and operation personnel on implementing improvements. He has conducted benchmarking studies to identify possible improvements and then conveyed these improvements back to the process owners. Tim's has demonstrated leadership skills through the implementation of a number of operational improvements.

Training: Tim has taken the AASHTO Leadership Training from Dr. Tom DeCoster. This training included topics such as leadership styles, change management, one-on-one coaching, improving performance, team development and performance measures. Tim has effectively utilized this training in invoking change within his prior leadership positions.

Achievements: Through his efforts to improve State Government, Tim was awarded the Governor's Award for Excellence, the Governor's Office of Highway Safety Appreciation Award, and the Member of the Year Award for ITS Arizona. He was also recognized by the American Association of State Highway and Transportation Officials (AASHTO) for twenty five years of meritorious public service.

Tim's resume with project experience follows this page.

Tim will ensure that the appropriate resources are applied to this contract. He has **30 years of experience** with the transportation industry. He has experience across the entire project life cycle. He has been involved in programming projects, scoping, designing, constructing, maintaining and operating. Tim knows how to get a project constructed and implemented. He also understands what it takes to properly maintain and operate transportation facilities after they have been constructed. Tim has experience with local streets, roadways, freeways, pedestrian facilities, drainage, signals, signing and striping, landscaping, lighting, Intelligent Transportation Systems, structures, and all elements of the highway infrastructure. His relevant experience includes:

ADOT District Engineer. As District Engineer over the Phoenix Maintenance District he was responsible for 580 centerline miles of roadway, 4,077 lane miles of pavement, 5,000 acres of landscape, 195 miles of drainage channel, 255 pumps, canals, tunnels, storm water retention basins, 150 miles of cable barrier, 150 miles of sound walls, 170 traffic signals, 157 ramp meters, 15,000 street lights, 125 closed circuit TV cameras, 67 dynamic message signs and all of the associated infrastructure for the freeway system. He developed a regionally funded transportation program for landscape litter, sweeping and graffiti. He Coordinated with ADOT Urban Project Management Group to develop construction projects for new freeways and renovation of existing freeways. He approved encroachment permits, coordinated District right of way activities, oversaw environmental clearness for maintenance and coordinated with cities and counties. He led and manage 250 engineers, technicians and administrative staff plus over 300 contract personnel. He was responsible for 23 separate offices. He controlled a \$50M annual budget for maintenance, construction and administration.

ADOT Assistant State Engineer, Transportation Technology Group. Tim established the Intelligent Transportation Systems (ITS) for ADOT, transiting it from it's infant stage to an advanced award winning system. He was the principal and senior project manager for ITS projects in ADOT. This included overseeing all planning, development, design, construction, system integration and operation. He managed the design of \$100M in ITS infrastructure projects. This also included the design, implementation and operation of the ADOT Freeway Management System (FMS) throughout the Phoenix Metropolitan Area. He developed advance traffic management systems, traveler information systems, commercial vehicle operations, public transit systems, incident management, rural transportation systems and traffic signal synchronization. It also involved administering a \$2.5M operating budget and a \$10M to \$20M construction program per year. Tim instituted a Statewide Traffic Operation Center that provides 24 hour emergency response throughout the state. He was recognized with the Governor's Office of Highway Safety Award.

ADOT Resident Engineer. Tim managed over \$100M worth of freeway construction. He provided construction oversight on new freeways, city streets, reconstruction of highways, bridges, drainage, paving, safety, ITS and earthwork. Key projects included the I10 Broadway Curve reconstruction. Superstition Freeway construction from Power Road to US60. I10 Queen Creek traffic Interchange. I10, 40th Street Traffic Interchange, I10, Southern Traffic Interchange., Mill Avenue renovation, Greenfield Road reconstruction and I10, Riggs Road to Gila River.

Dibble Engineering®

Tim Wolfe, PE | Contract Manager

Education

M.S., Civil Engineering, Arizona State University
BS, Engineering, Purdue University

Registration

Arizona, Professional Engineer No. 24154

3.22.1.3 Similar Projects

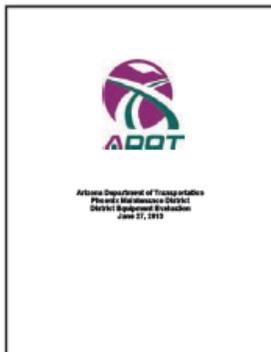
3.22.1.3 List a minimum of three similar projects for which the individual has had contract managerial responsibility.

Project 1 - ADOT District Engineer for Phoenix Maintenance and Operations

As the District Engineer, Tim Wolfe was responsible for the overall operations of the District and performed numerous studies to improve operations. He evaluated best practices for maintenance and operations procedures and prepared technical reports to document the findings and recommendations. Tim has a proven track record of successfully implementing improvements.

The following are examples of operational studies that Tim Wolfe was responsible for conducting and implementing:

a. Right Sizing of the Phoenix Maintenance District – study looked at the proper size and staffing level for the District. Based on this study, the approved staffing level was raised from 200 employees to 250 employees. (4/24/13)



b. District Equipment Evaluation - assessed the current equipment fleet and developed a plan for the proper size of the fleet. Based on this study, some equipment was turned in and other equipment was purchased. A long range plan was developed to replace an aging fleet with

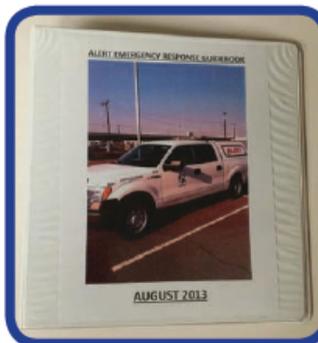
new equipment. (6/27/13)

c. Assessment of Overtime – assessed the current utilization of overtime and developed policies and procedures to manage the use of overtime (8/13/2008)

d. Current Status of Callback – documented the current status of call-back in the District and developed a plan to improve procedures for calling out employees after hours. (6/25/07)

e. Managing Change in the District – developed a program to manage change within the District. Created a PowerPoint presentation that was presented to the 23 Org supervisors. They in turn presented this information to their respective maintenance Orgs. (6/3/13)

f. Arizona Local Emergency Response Team (ALERT) – developed a manual documenting the functions of the ADOT ALERT Team. (12/1/13)



g. Staffing levels of ALERT – completed a study to review current staffing levels of emergency response employees. Developed a white paper and implemented increased staffing levels based on the study. (6/7/13)

h. Guidelines for Freeway Closures – conducted interviews on current procedures for freeway closures and developed guidelines for closures which were implemented across both construction and maintenance functions within the Phoenix Metropolitan

Area (9/30/08)

i. Analysis of Budget Shortfalls for the Phoenix Maintenance District – conducted a study to document the shortfalls in funding levels. This study eventually lead to an increase in funding within the District. (7/28/11)

j. Regional Transportation Program (RTP) Landscape Maintenance Plan – developed a program for regionally maintaining the landscape within the Phoenix Metro Area. This included litter, landscape, sweeping and graffiti. Reviewed the current organization and developed a plan that included utilization of in-house and private labor. Utilized volunteer labor for the adopt-a-highway program.

k. 24 Hour Vehicle Assignment Study – assessed the current state of 24 hour vehicle assignments. Identified 36 vehicle assignments that were critical and documented the justification for retaining the assignments. Implemented changes in assignments and procedures. (3/24/09)

l. Southeast Valley Maintenance Facility – assessed the current distribution of maintenance offices and prepared a legislative justification for opening another office in the Southeast Valley. Based on this study, funding was set aside to purchase land and build a new maintenance facility. (9/14/07)

m. Roadway Lighting Maintenance and Repair – conducted an assessment of current procedures for maintaining and repairing roadway lighting. Developed a five year program to re-lamp and maintain 13,000 street lights in the District. (3/11/13)

n. Mowing Plan – evaluated current procedures for mowing shoulders and developed a plan for an annual mowing program. Based on the plan, ADOT approved funding to purchase 4 new mowers and implement an

annual mowing program. (8/18/13)

o. Phoenix Regional Signing Responsibilities – documented the functions being performed by the Statewide Signing crews and the Phoenix Regional Signing Crews. Developed a joint agreement to clearly define responsibilities. The agreement resulted in better performance by both crews. (7/12/2010)



p. Strategic Plan – annually developed a strategic plan for the District. Integrated performance measures and budgets into the strategic planning process. Included the district supervisors and managers in the planning process to insure buy in by the district.

q. Quarterly Reporting – implemented a quarterly reporting system for each major function in the District. A simple reporting system was implemented which allowed each supervisor to answer the following questions 1) what did you do last quarter? 2) what were your challenges? 3) what do you hope to accomplish next quarter? 4) what are the quarterly results for your performance measures? This reporting process was utilized as a means to improve communication within the District and recognize accomplishments.

r. District Pavement Preservation Prioritization – worked in cooperation with the ADOT Materials Group to annually prioritize pavement preservation. Utilized data from the pavement management system and field visits to select and prioritize maintenance strategies.

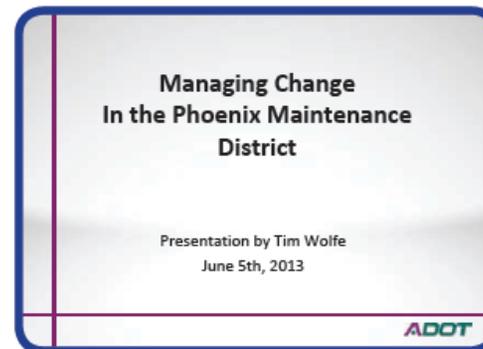
Project 2 - ADOT Maintenance Servant Leadership Team (MSLT)

The ADOT MSLT is a statewide team of maintenance engineers, superintendents and supervisors. From 2007 until 2014, Tim was the sponsor of this team. As the sponsor, he was responsible for directing the activities and was accountable for the results of the team. As the sponsor, he initiated and conducted the following studies:

a. On-call procedures – developed a sub team to assess current procedures for on-call. Assessed best management practices across the western states. Developed a proposal for dealing with on-call and revised the ADOT Procedures.

b. Highway Operations Technicians (HOT) Inequity in Pay – lead a study to assess the inequities in pay by HOT series employees. Documented the findings and produced a report and PowerPoint presentation. The study lead to eventually upgrading approximately half of the 1,000 maintenance employees around the state. (6/21/11)

c. Signal and Lighting Technician (SALT) Assessment – completed a study on the SALT employees and developed recommendations for improving the series. (8/11/11)



d. Equipment Operator Training and Evaluation Program (EOTEP) Academy – developed a two week training academy for newly hired employees on heavy equipment operation. The Academy was a combination of classroom training and equipment operation. Tim Wolfe originally came up with the idea for the academy. He developed the entire program and successfully held 6 academies training a total of 120 new employees. He was responsible for developing the training manual and the entire curriculum. He coordinated facilities and instructors. In order to better develop this program, Tim obtained his commercial driver license and became certified on the operation of loaders, skid steers, 10 wheel dump trucks, large trailers, attenuators, fork lifts and message boards. (9/1/13)

e. Heavy Equipment Automated Motor Pool (AMP) Study – lead a study with ADOT Equipment Services to assess the opportunities to consolidate equipment at the district and regional level. Identified core equipment that needed to be preserved at the maintenance office level and could not be consolidated. Developed an implementation plan for regional Heavy AMPs. (December 2013)

f. Insurance Recovery Program – developed a flow chart for the current insurance recovery program for maintenance offices. Created an improved process that encouraged offices to complete paperwork in a timely manner and provided a means for the funds to be quickly returned to the offices after the work was completed. (8/27/12)

Project 3 - Field Office Automation System (FAST)

Tim was the project manager for the ADOT FAST System. He was responsible for process improvements and automating field offices throughout the State. This program improved procedures for materials testing, construction administration, and field inspection. This project implemented pen-based computing and computers in the field. He utilized Total Quality Management (TQM) tools and Business Process Improvements (BPI) to improve procedures in the field offices.

Tim's experience in improving field offices will be invaluable for the MCDOT Operations Division on-call project. **Through his efforts in the FAST Project, he was able to improve the efficiency and reduce the cost of operating field offices.** He was able to eliminate unnecessary steps and shorten cycle times. He also identified a better means of exchanging information between personnel. Field personnel were able to provide better inspections and more timely responses to contractors. This resulted in a better transportation system and improved customer service.

Project 4 - AzTech/Intelligent Transportation Systems

Tim established the Intelligent Transportation Systems (ITS) for ADOT, transiting it from its infant stage to an advanced award winning system. He was the principal and senior project manager for ITS projects in ADOT. This included overseeing all planning, development, design, construction, system integration and operation. **He managed the design of \$100M in ITS infrastructure projects.** This also included the design, implementation and operation of the ADOT Freeway Management System (FMS) throughout the Phoenix Metropolitan Area.

He developed advance traffic management systems, traveler information systems, commercial vehicle operations, public transit systems, incident management, rural transportation systems and traffic signal synchronization.

He jointly initiated the award winning Model Deployment Initiative and the AzTech Project with Maricopa County (MCDOT), the Maricopa Association of Government (MAG) and the Federal Highway Administration (FHWA). This project was a \$4.6M Federally funded project.

Tim instituted a Statewide Traffic Operation Center (TOC) that provided 24 hour emergency response throughout the state. The TOC was responsible for dispatching ADOT personnel and for coordinating with other emergency services.

3.22.1.4 List professional references (contact persons and telephone numbers) for the projects listed above.

Project 1 and 2:

Lonnie Hendrix, Arizona Department of Transportation, State Maintenance Engineer, (602) 712-7972.

Project 2:

Matt Moul, Arizona Department of Transportation, Maintenance Engineer, Former MSLT chairman, (928) 532-2316.

John Harper, Arizona Department of Transportation, District Engineer - retired, former co-sponsor for MSLT, (928) 853-3420.

Project 3 and 4:

Tom Schmitt, Arizona Department of Transportation, State Engineer - retired, (602)315-9404.

3.22.1.5 Discuss both current and potential time commitments of the proposed Project Manager to all clients.

Tim's current commitments:

Availability - 50%

Other commitments:

City of Glendale General Engineering Consultant Contract Manager– 20%

City of Phoenix – 27th Avenue Project Assessment – 10%

Project Principal on current projects – 20%

3.22.2 Proposed Team Members

We have provided the information for the following for each of the proposed team members.

3.22.2.1 Professional Registrations and/or certifications, if applicable.

3.22.2.2 Describe the individuals' qualifications in terms of education and experience, including any particular style and skills that will benefit this contract.

3.22.2.3 List a minimum of three similar projects for which the individual has had contract managerial responsibility.



Kent Dibble, PE, RLS
 Arizona, Professional Engineer No. 12863
 Arizona, Registered Land Surveyor No. 16119

Kent Dibble will ensure that adequate resources are applied to this project. He has **41 years of experience** with public and private sector clients. He has a multi-disciplined background in planning, corridor and alignment studies; grading, drainage, utility, and paving design; and construction and project management. Kent's projects have included alignment studies, DCRs, master planning; storm drain systems; and design and construction of local streets, roadways, freeways, airport facilities, open channels, water/wastewater facilities, and storm and sanitary sewer systems. Kent has an excellent reputation for being responsive to our clients. His relevant experience includes:

- MCDOT: Northern Parkway Program
- ADOT: US 60 Grand Avenue, 303L to 99th Avenue
- City of El Mirage: Dysart Ranchettes DCR, Roadway & Sewer Design.
- City of Glendale: 2009-2010 Rubberized Asphalt Overlay Program Traffic Engineering



Paul Balch, PE
 Arizona, Professional Engineer No. 40957
 Certification, Leadership in Engineering Administration Program

Paul Balch has **14 years of experience** in transportation engineering, designing rural and urban freeways, grade separated interchanges, urban intersections, city street improvements, and site development projects. Paul also has experience with roadway corridor and alignment studies, flood control projects, roundabouts, and public involvement. His technical experience includes roadway modeling, earthwork balancing, drainage design, construction sequencing, signing and marking design, specifications and cost estimating. His relevant experience includes:

- MCDOT: Northern Parkway Program
- City of El Mirage: Dysart Ranchettes DCR, Roadway & Sewer Design
- City of Chandler: Ocotillo Rd, Arizona Ave. to McQueen Rd Improvements



Drew Spear, PE
 Arizona, Professional Engineer No. 25015

Drew Spear has **27 years of experience** in transportation engineering in both planning and design. His past planning projects include corridor studies, location studies, design concept studies, safety analysis, and feasibility studies. He has designed improvements on over 80 projects involving freeways, highways, major arterials and local roads throughout Arizona. He has served on over 100 transportation and traffic engineering projects throughout his tenure. His traffic experience includes traffic impact analyses, signal warrants studies, signal design for numerous Arizona agencies, and roadway lighting design. Drew has worked with community and business organizations and agencies to build relationships and address their concerns during construction. His relevant experience includes:

- MCDOT: Northern Parkway Program
- City of El Mirage: Dysart Ranchettes DCR, Roadway & Sewer Design
- City of Chandler: Ocotillo Rd, Arizona Ave. to McQueen Rd. Improvements

Resumes of proposed team members, along with brief project descriptions, follow this page.

Kent will ensure that adequate resources are applied to this project. He has **41 years of experience** with public and private sector clients. He has a multi-disciplined background in planning, corridor and alignment studies; grading, drainage, utility, and paving design; and construction and project management. Kent's projects have included alignment studies, DCRs, master planning; storm drain systems; and design and construction of local streets, roadways, freeways, airport facilities, open channels, water/wastewater facilities, and storm and sanitary sewer systems. Kent has an excellent reputation for being responsive to our clients. His relevant experience includes:

MCDOT: Northern Parkway Program. Role: Project Principal. Dibble is providing subconsultant services including traffic design, traffic planning, lighting, ITS, survey and right-of-way for the initial phase of construction plans and for the Management Consultant role on this west Valley principal arterial roadway. The first phase is an interim design taken to 100% design plans, full right-of-way legals and full survey. The MC tasks will take the design through value analysis and up to 40% design plans.

ADOT: US 60 Grand Avenue, 303L to 99th Avenue. Role: Project Principal. Dibble designed construction plans to widen 10 miles of Grand Avenue to provide three lanes in each direction. To accomplish this, the median was narrowed throughout most of the project, and east of the Agua Fria River the south side of the roadway was significantly widened, due to the encroachment of the Burlington Northern Santa Fe Railway on the north side. Traffic signals, lighting, drainage, signing and marking, utilities, geotechnical, traffic control, retaining and noise walls, and landscaping were also included.

City of El Mirage: Dysart Ranchettes DCR, Roadway & Sewer Design. Role: Project Principal. Dibble produced a DCR and design of 3 miles of local streets. The project included coordination with ADOT related to environmental, right-of-way, and utility clearances; public involvement; and design.

City of Glendale: 2009-2010 Rubberized Asphalt Overlay Program Traffic Engineering. Role: Project Principal. Dibble assessed pavement conditions, prioritized areas of need, and prepared construction documents in specific areas defined by the City. Dibble assessed the condition of pavement sections along approximately 22 miles of various roadways. The City of Glendale elected to perform the reconstruction of Glendale Avenue from 51st Avenue to 66th Drive and Litchfield Road from Missouri Avenue to Northern Avenue via separate ADOT ARRA projects.

City of Glendale: 2008-2009 Rubberized Asphalt Overlay Program. Phase II. Role: Project Principal. Dibble completed pavement assessment and designed pavement mill/overlays for more than 22 miles of arterial streets. This work was advertised for construction in two separate bid packages to take advantage of available funding. Package I was constructed with city funds, while Package II (Bell Road, 59th Avenue to 70th Avenue) qualified for Federal American Recovery and Reinvestment Act (ARRA) funds. Both packages required Federal environmental clearances and unique pavement design strategies. Pedestrian improvements included new ramps and tactile strips to meet Federal ADA requirements.

Dibble Engineering®

Kent Dibble, PE, RLS | Project Principal

Education

BS, Civil Engineering, Arizona State University

Registration

Arizona, Professional Engineer No. 12863

Arizona, Registered Land Surveyor No. 16119

Paul has **14 years of experience** in transportation engineering, designing rural and urban freeways, grade separated interchanges, urban intersections, city street improvements, and site development projects. Paul also has experience with roadway corridor and alignment studies, flood control projects, roundabouts, and public involvement. His technical experience includes roadway modeling, earthwork balancing, drainage design, construction sequencing, signing and marking design, specifications and cost estimating. His relevant experience includes:

City of El Mirage: Dysart Ranchettes DCR, Roadway & Sewer Design. Role: Project Engineer. Dibble produced a DCR and design of 3 miles of local streets. The project included coordination with ADOT related to environmental, right-of-way, and utility clearances; public involvement; and design.

MCDOT: Northern Parkway Program. Role: Project Engineer. Dibble is providing subconsultant services including traffic design, traffic planning, lighting, ITS, survey and right-of-way for the initial phase of construction plans and for the Management Consultant role on this west Valley principal arterial roadway. The first phase is an interim design taken to 100% design plans, full right-of-way legals and full survey. The MC tasks will take the design through value analysis and up to 40% design plans.

City of Chandler: Commonwealth Avenue, Hamilton Street to Ithica Place. Role: Project Manager. Dibble provided roadway, drainage, traffic, multi-use path and landscaping design improvements for Commonwealth Avenue from Hamilton Street to Ithica Place. The project was successfully coordinated through ADOT's Local Governments Section, using federal funds from the Congestion Mitigation Air Quality (CMAQ) program. Paul was integral in the coordination and utility clearance effort for extensive utility relocations, including undergrounding APS power and Cox cable facilities and tiling an existing SRP irrigation ditch. Dibble also included a DCR and Post Design Services.

City of Chandler: Ocotillo Rd, Arizona Ave. to McQueen Rd Improvements. Role: Project Engineer. Dibble is currently designing one mile of Ocotillo Road from Arizona Avenue to McQueen Road. The improvements include a four-lane section with raised median, curb and gutter, sidewalk, storm drain, traffic signals, and multi-use path crossing signals. Streetlights, landscaping, water and wastewater installation, and utility coordination are also included. Dibble has coordinated with UPRR for their railroad crossing upgrades and with SRP for the Consolidated Canal bridge widening.

City of Goodyear: Pavement Management System. Role: Project Engineer. Dibble teamed with Applied Pavement Technology to evaluate the City's pavement management system. The team analyzed Goodyear's Lucity pavement management database and provided recommendations for the FY13-14 pavement management projects. Dibble provided pavement preservation and rehabilitation treatment strategies, unit cost, life cycle cost analysis, and prioritization of the pavement management program based on various funding scenarios.

Dibble Engineering®

Paul Balch, PE | Project Engineer

Education

MS, Business Administration, Arizona State University
BS, Civil Engineering, Northern Arizona University

Registration

Arizona, Professional Engineer No. 40957
Certification, Leadership in Engineering Administration Program

Drew has **27 years of experience** in transportation engineering in both planning and design. His past planning projects include corridor studies, location studies, design concept studies, safety analysis, and feasibility studies. He has designed improvements on over 80 projects involving freeways, highways, major arterials and local roads throughout Arizona. He has served on over 100 transportation and traffic engineering projects throughout his tenure. His traffic experience includes traffic impact analyses, signal warrants studies, signal design for numerous Arizona agencies, and roadway lighting design. Drew has worked with community and business organizations and agencies to build relationships and address their concerns during construction. His relevant experience includes:

MCDOT: Northern Parkway Program. Role: Project Manager. Dibble is providing subconsultant services including traffic design, traffic planning, lighting, ITS, survey and right-of-way for the initial phase of construction plans and for the Management Consultant role on this west Valley principal arterial roadway. The first phase is an interim design taken to 100% design plans, full right-of-way legals and full survey. The MC tasks will take the design through value analysis and up to 40% design plans.

City of El Mirage: Dysart Ranchettes DCR, Roadway & Sewer Design. Role: Traffic Engineer. Dibble produced a DCR and design of 3 miles of local streets. The project included coordination with ADOT related to environmental, right-of-way, and utility clearances; public involvement; and design.

City of Chandler: Ocotillo Rd, Arizona Ave. to McQueen Rd. Improvements. Role: Project Manager. Dibble served as the CM@R Design Engineer for all unimproved portions of Ocotillo Road from Arizona Avenue to McQueen Road. The improvements include a four-lane section with median, curb and gutter, sidewalk, storm drain, traffic signals, path crossing signals, and left turn/right turn bays at the Arizona Avenue and McQueen Road intersections. Streetlights, landscaping, water and wastewater pipe replacement and/or installation, and utility relocation and coordination were also included. Dibble coordinated the UPRR crossing upgrades and the SRP Consolidated Canal Box culvert extensions. We also prepared a traffic analysis associated with a railroad crossing and the timing for the UPRR pre-emption system.

City of Mesa: Signal Butte and Elliot Off-site Improvements. Role: Project Engineer. Dibble designed offsite improvements for the City of Mesa to serve the First Solar manufacturing facility at the intersection of Signal Butte and Elliot Road. Under the CM@Risk delivery method, we designed half-street roadway improvements, revisions to drainage facilities, traffic signals, ITS, street lighting, 24-inch sanitary sewer lines, and 24- and 30-inch water mains.

Dibble Engineering®

Drew Spear, PE | Traffic Engineer

Education

BS, Civil Engineering, Colorado School of Mines; Golden, Colorado

Registration

Arizona, Professional Engineer No. 25015

SUBCONSULTANTS

MakPro Services, LLC (MakPro) is a Limited Liability Corporation registered with the Arizona Corporation Commission. Makinen Professional Services, also known as "MakPro", has been conducting facilitation services for a variety of purposes and clients for the past 13 years. They are a certified S/W/DBE entity, with federal certification as well.



Teresa Makinen, Principal for MakPro Services, works with her associate, Anne Pashia-Morton, providing project support, administration and documentation to complete a project in budget and on schedule.

Teresa appreciates the relationships she's had the opportunity to develop through her work, with both clients and affected stakeholders, and believes that it's this kind of "relationship building" that sets MakPro apart when it comes to effective communications. Almost all of MakPro's projects are for repeat clients, so relationships are not only important – they are everything!

The following four comparable projects are illustrative of MakPro's ability to conduct this work:

East Valley Water Forum (EVWF) (2003-Present): The EVWF is a group of East Valley water providers, municipal, private, and tribal interests that meet to discuss common water resource issues. Teresa Makinen began facilitating and coordinating meetings for the EVWF in 2003, and during that time has assembled members, planned meetings and annual curriculum, facilitated discussions, documented meetings, and provided for the general care and maintenance of members. As "Coordinator" for the EVWF, she facilitated very candid, thoughtful

discussions for the group to be able to work together, regionally, to develop regional groundwater modeling scenarios and a groundwater management plan for the East Salt River Valley Sub-basin.

WESTCAPS (2013-Present): WESTCAPS is a group of West Valley water providers and interested agencies that meet to discuss common water resource issues in the West Valley. Teresa Makinen began facilitating and coordinating meetings for WESTCAPS in 2013, when they received a \$1.7 million dollar grant from the Bureau of Reclamation to conduct a basin study for the West Salt River Valley Sub-basin. Teresa has been coordinating their efforts to keep the process moving forward, ensuring that the participants are involved in actively participating in substantive discussions as well as drafting their work to include reports and analyses as part of the effort. She recently coordinate a West Valley Leaders Water Summit in which over 60 West Valley leaders, to include elected officials, senior management and staff, participated in discussing water in the West Valley.

Centennial Way Project Design-Build Project Steering Committee (2010-Present): Teresa Makinen led the public involvement effort for the Centennial Way Design-Build Project. This project required the coordination of several municipal, state, federal, private, and tribal entities as it was fast-tracked to be able to be designed and constructed in time for Arizona's Centennial. Teresa assembled a Steering Committee that acted in an advisory capacity to provide input to the City, the Centennial Commission, and the design-build team. Teresa facilitated several presentations and discussions with local organizations with influence in the project area, to solicit broader input and provide initial information for the Steering Committee. With this fast-tracked project and a defined end goal of Arizona's Centennial, Teresa understands the

importance of providing an environment for candid discussions, and pulling together those discussions and information to bring closure to the topic, to steer the group toward recommendations in a timely manner to meet project objectives.



Bureau of Land Management (BLM) Table Mesa Recreation Area Planning (2008-2009): Teresa Makinen facilitated meetings as part of this planning process in which the BLM provided basic information to area users, who were able to learn about the planning process, with its challenges and opportunities, and provide input into the process. In this series of five facilitated meetings, each with no less than 80 participants, participants were encouraged to provide their creative ideas and proposals for better use and management of the area, which was considered by the BLM Hassayampa Field Office in their planning. Teresa's ability to manage large groups and create meeting formats which encourage participation, even when participants have very diverse interests, leads to members actively participating in the process to achieve common objectives and understand perspectives different from their own. This plan was completed with "no appeals", and the Hassayampa Field Office used this planning process as a template for follow on plans. Steve Cohn, Manager for the Hassayampa Field Office stated that MakPro has "made an absolutely huge contribution to public land management in this state!"

Teresa's resume follows this page.

Teresa Makinen, Principal of MakPro, was initially trained in process improvement and meeting facilitation during her employment with the Department of Defense in which she worked as an Internal Auditor and was responsible for process improvement and internal assessments. She facilitated discussions with teams to identify process efficiencies and gaps, and through these groups, also developed recommendations for improvement which were provided to key staff and upper management. One component of every internal audit includes an assessment of internal controls, and a key mechanism for ensuring there is a consistent process in place in any department or division of an organization is the development of procedures manuals. Having seen very few true procedures manuals, but many that were developed externally which ultimately go unused for all intents and purposes, Teresa believes there is great power in facilitating a process in which internal staff in departments or divisions discuss, collaborate, and take the time to write preliminary process information and later review procedures manuals; after all, they are the experts. Teresa is experienced in assisting groups, through a facilitated process, to take ownership of their own processes to make improvements, increase efficiencies, and memorialize what they do and how they do it in a document that will provide a consistent framework for current and future staff to be able to carry through the mission of the department or division as intended.

As part of her previous internal assessment work, Teresa led teams and also developed materials using the Malcolm Baldrige criteria and topic areas. Teresa's facilitation skills assisted these groups in evaluating and writing topic input and her work resulted in the Arizona Army National Guard being awarded the Army Communities of Excellence Gold and Silver in two subsequent years.

Upon leaving the Department of Defense in 1998 to start her own business, MakPro Services, Teresa used this knowledge to expand to public involvement, partnering, and group dynamics strategies. She has worked on several efforts wherein clients desired the use of an advisory body or focus groups to provide recommendations. Recent and current examples of this work include facilitation of partnering sessions for large capital projects to include several MCDOT projects, as recent as the Northern Parkway Landscaping and Underpasses Projects. In addition, she facilitates discussions for WESTCAPS, a group of West Valley water providers; the Education Finance Reform Group, a group of business officials and superintendents from around Arizona; and has facilitated strategic planning and leadership discussions for organizations such as the Bureau of Land Management's National Training Center, Association of School Administrators, and Tempe Union High School District.

Teresa has a unique ability to keep groups focused, to provide a comfortable environment for participants to speak openly, and works to listen and understand different perspectives to find common ground in helping groups meet their objectives. She believes that staff need to be involved in process development and improvement to create reasonable, workable processes that make sense from the ground up, and the best way to memorialize these processes through procedures manuals is to have key staff involved throughout the process, optimally creating their own key content for the document. Teresa's is able to keep track of action items and progress in a manner that is friendly and personable, and typically keeps participants wanting to stay involved and see the mission and objectives through to the finish line.

Teresa Makinen | **Process Improvement / Public Involvement**

Education

BS, Accounting, Arizona State University

Certificates

Certificate in Alternative Dispute Resolution, University of Arizona

3.22.2.4 List professional references for the projects listed above.

PROJECT	PROJECT TEAM/ROLE
MCDOT: Northern Parkway Program References: Alex Arriaga, Tel: (602) 506-6292	Kent Dibble, Principal Drew Spear, Project Manager Paul Balch, Project Engineer
City of El Mirage: Dysart Ranchettes DCR, Roadway & Sewer Design Reference: Jorge Gastelum, CIP Engineer, Tel: (623) 876-2976	Kent Dibble, Principal Paul Balch, Project Engineer Drew Spear, Traffic Engineer
City of Chandler: Ocotillo Road Arizona Avenue to McQueen Road Improvements Reference: Paul Young, Senior Engineer, Tel: (480) 782-3146	Drew Spear, Project Manager Paul Balch, Project Engineer
ADOT: US 60 Grand Avenue, 303L to 99th Avenue Reference: Zaid Mohammed, Project Manager, Tel: (602) 712-8467	Kent Dibble, Principal
City of Glendale: 2009-2010 Rubberized Asphalt Overlay Program Traffic Engineering Reference: Stephen Smith (IMS), Tel: (480) 839-4347	Kent Dibble, Principal

3.22.2.5 Discuss both current and potential time commitments of the proposed Team to all clients.

Kent Dibble, PE, RLS

Kent is available up to 50% of his time if needed.

Paul Balch, PE

Availability - 30%

Other commitments:

- City of Buckeye - 15%
- ADOT Kingman - 15%
- ADOT US60 - 5%
- City of Goodyear - 5%
- ADOT L202 - 5%
- City of Glendale - 10%
- City of Scottsdale - 10%

Drew Spear, PE

Availability - 45%

Other commitments:

- MCDOT Northern Parkway - 5%
- City of Chandler Ocotillo Rd. - 5%
- City of Prescott Willow Creek - 25%
- ADOT US95 - 5%
- City of Goodyear Pavement - 5%
- Navajo On-Call 5%
- ADOT L202 DB - 5%

Teresa Makinen

Availability - 20%

Other commitments:

- WESTCAPS - 5%
- Town of Gilbert - 10%
- Southwest Gas - 5%
- Town of Queen Creek - 5%
- City of Chandler - 5%

3.22.3

Team Experience and Qualifications

Dibble Engineering’s proven track record, our team’s combined experience in the industry, our Project Manager’s extensive experience in maintenance and operations, our proven approach to process improvement and our commitment to the success of this program will uniquely positions us to be the consultant of choice for the MCDOT Operations Division.

We have provided three projects that were awarded within the last three years that demonstrate a variety of services requested and completed by our project team members.

Project 1 - ADOT District Maintenance and Operations Studies

During the past three years, Tim Wolfe conducted a number of studies to improve operations and maintenance within ADOT. This included conducting initial interviews, benchmarking against other organizations, identifying strategies and techniques to improve programs, developing plans, documenting findings and implementing the results. The following are a list of studies completed. Detailed descriptions are included in **Section 3.22.1.3**.

- Right Sizing of the Phoenix Maintenance District (4/24/13)
- District Equipment Evaluation (6/27/13)
- Managing Change in the District (6/3/13)
- Arizona Local Emergency Response Team (ALERT) Manual (12/1/13)
- Staffing levels of ALERT (6/7/13)

- Analysis of Budget Shortfalls for the Phoenix Maintenance District (7/28/11)
- Regional Transportation Program (RTP) Landscape Maintenance Plan (July 2013)
- Roadway Lighting Maintenance and Repair (3/11/13)
- Mowing Plan (8/18/13)
- Strategic Plan (annually).
- Quarterly Reporting (quarterly)
- District Pavement Preservation Prioritization (annually).
- Signal and Lighting Technician Assessment (8/11/11)
- Equipment Operator Training and Evaluation Program (EOTEP) Academy (9/1/13)
- Heavy Equipment Automated Motor Pool (AMP) Study (December 2013)
- Insurance Recovery Program (8/27/12)

Client Name and Contact: Lonnie Hendrix, Arizona Department of Transportation, State Maintenance Engineer, Tel: (602) 712-7972

Award date: All studies were initiated after June 2011.

Status of completion: All studies have been completed.

Estimated/Actual Completion Date: See dates in parenthesis above.



Project 2 - Maricopa County Low Volume Road Project

While MCDOT maintains nearly 700 miles of unpaved roads throughout the Valley, the agency is committed to reduce airborne pollution and increase air quality by paving roadways through their PM-10 program. Dibble was integral in helping the County with their commitment to the EPA by preparing construction documents (plans, cross sections, special provisions, and opinions of probable cost) to pave 30 segments of dirt roads totaling 9 miles throughout Maricopa County. Dibble prepared four different bid packages each containing numerous roadway segments based on the County’s prioritization.

Issues & Solutions: Although MCDOT has paved many dirt roads throughout their network, they did not have an established roadway standard for their Low Volume Road projects. Previous projects had a wide variety of pavement structural sections, lane widths and shoulder treatments. Dibble worked with MCDOT staff drawing on our extensive experience with pave dirt road projects to develop the roadway standard

that will be used for all future MCDOT LVR projects. The new standard typical section includes engineered drainage ditches and recommended erosion protection measures to protect the pavement. A partnering approach with the agency and other project stakeholders is key to Dibble's project management philosophy.

Client Name and Contact:

Eric Mayer, Project Manager, Tel: (602) 506-8367

Award date: June 2013

Status of completion: Completed June 2013

Estimated/Actual Completion Date: 6/2013 / 6/2013

Project 3 - Bureau of Land Management (BLM) Lower Sonoran Resource Management Planning

Teresa Makinen, MakPro, facilitated meetings as part of this planning process in which the BLM provided basic information to area users, who were able to learn about the planning process, with its challenges and opportunities, and provide input into the process. In this series of facilitated meetings, each very well attended, participants were encouraged to provide their creative ideas and proposals for better use and management of the area, which was considered by the BLM Hassayampa Field Office in their planning.

Teresa's ability to manage large groups and create meeting formats which encourage participation to improve processes, even when participants have very diverse interests, leads to members actively participating in the process to achieve common objectives and understand perspectives

different from their own. This plan is nearing completion, and the Hassayampa Field Office now uses this same planning process as a template for other plans. Steve Cohn, Former Manager for the Hassayampa Field Office stated that MakPro has "made an absolutely huge contribution to public land management in this state!"

Client Name and Contact:

Tom Bickauskas, Tel: (623) 580-5502,
Email: tbickaus@blm.gov

Award date:

March 2011

Status of completion:

Completed

Estimated/Actual Completion Date:

October 2011/October 2011



EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

1.1 The Maricopa County Department of Transportation (MCDOT) submitted this Request for Proposal (RFP) for one or more consultants or team of consultants (Contractor) to provide operational consulting services support to the MCDOT Operations Division on an “as-needed” basis. The requested support may include but not be limited to the following general areas:

- 1.1.1 Strategic and Operational Planning
- 1.1.2 Best Practices Evaluations
- 1.1.3 Technical Report Preparation
- 1.1.4 Process Change Implementation Assistance and/or other general consulting support

1.2 MCDOT OPERATIONS DIVISION

1.2.1 The MCDOT Operations Division consists of five (5) specific branches encompassing a wide variety of responsibilities. The selected Contractor(s) may be expected to perform tasks in support of any of the described branches:

1.2.1.1 The Administrative Branch consists of the Division Manager’s office; administrative support staff in that office as well as in the three outlying Field Operations maintenance yards and the Traffic Operations facility; the 6-1 Office, which is responsible for receiving, dispatching and documenting trouble calls, maintenance calls, repair requests and emergency events; and the Adopt-A-Highway program, which works with outside groups and individuals interested in volunteering or sponsoring clean-up of a section of MCDOT owned roadway.

1.2.1.2 The Field Operations Branch consists of four geographically dispersed maintenance yards responsible for general maintenance, and a countywide Pavement/Utility Section that is responsible for all pothole and minor pavement repairs as well as preservative seals and transportation of heavy equipment throughout the County.

1.2.1.3 The Traffic Operations Branch consists of the Signing, Pavement Marking and Work Zone workgroups. These groups are responsible for maintenance of their specific assets within MCDOT’s system, as well as providing work zone traffic control for any other area of MCDOT in need of a work zone to perform maintenance activity.

1.2.1.4 The Operations Support Branch provides support functions to the Operations Division as well as the entire Department. These support functions include Maintenance Projects, planning and inspection; Fleet Coordination including all equipment, procurement, and training for all areas of MCDOT; and an Asset/Maintenance Management System operation for all areas of MCDOT.

1.2.1.5 The Financial Support Branch provides budget, finance, purchasing and cash flow management support to all branches within the MCDOT Operations Division.

1.3 Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 3.10 & 3.11, above)

1.4 The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

- 2.1 The services to be rendered under this contract will be performed using separate work assignments for each task. Tasks anticipated during the term of the contract may include, but not be limited to:
 - 2.1.1 Performance of a Best Practices benchmarking study and development of an associated strategic and operational/management plan for the MCDOT Adopt-A-Highway program.
 - 2.1.1.1 The Maricopa County Department of Transportation (MCDOT) oversees the County's Adopt-a-Highway program as part of the MCDOT Operations Division. MCDOT is seeking assistance with program in the form of consultation and support for MCDOT's Adopt-a-Highway Coordinator in the following areas:
 - 2.1.1.1.1 To discuss current program components, and planning and management approach. Evaluate what works well and what opportunities for improvement may exist.
 - 2.1.1.1.2 Assistance in identifying agencies with similar programs which MCDOT might be able to benchmark, as well as which items to benchmark to focus on specific techniques and strategies to implement as part of the MCDOT program.
 - 2.1.1.1.3 Assistance in developing program strategies and goals for the future.
 - 2.1.1.2 The proposed major tasks for accomplishing these items are outlined below; however, the respondents are free to offer other approaches that they feel may be more effective. The effort for each task shall include all correspondence, meetings (electronic or in-person), preparation and documentation time necessary to complete the task.
 - 2.1.1.3 **Task #1: Initial Consultation** - Consult with MCDOT's Operations Division Manager and Adopt-a-Highway Coordinator (Coordinator) to identify and understand how the program is currently managed, operated and marketed. Determine the program's positive attributes as well as areas for improvement within the program.
 - 2.1.1.3.1 **Task 1 Deliverable** – Summary list of the results of the task 1 effort, including a list of action items to be accomplished.
 - 2.1.1.3.2 **Task 1 Duration** – Task 1 shall be completed within two (2) weeks from receipt of task Notice to Proceed.
 - 2.1.1.4 **Task #2: Benchmarking** – Based on the outcome of Task 1, Vendor and Coordinator shall develop a list of potential benchmark opportunities, potential agencies to benchmark with, and a script to follow during the benchmarking process. Upon completion of the lists and script, and approval by the Coordinator, contact benchmark agencies identified to interview them relative to their programs.
 - 2.1.1.4.1 **Task 2 Deliverable** – Summary of results of the benchmarking effort.
 - 2.1.1.4.2 **Task 2 Duration** – Task 2 shall be completed within four (4) weeks from the completion of task 1.
 - 2.1.1.5 **Task #3: Draft Implementation Plan Development** - Meet with Coordinator to discuss results of benchmarking. Identify strategies and techniques used by

other programs that would be beneficial to MCDOT's program. Develop a plan to implement selected management, operational and marketing strategies and techniques. Meet with Coordinator bi-weekly to discuss progress during this task.

2.1.1.5.1 **Task 3 Deliverable** – Draft implementation plan for the management, operational and marketing strategies and techniques to be applied to the MCDOT program.

2.1.1.5.2 **Task 3 Duration** – Task 3 shall be completed within six (6) weeks from the completion of task 2. MCDOT review period will be two (2) weeks following submittal.

2.1.1.6 **Task #4: Final Implementation Plan Development** - Meet with the Operations Division Manager and Coordinator to review MCDOT's comments on the draft implementation plan, and based upon the feedback received prepare the final implementation plan.

2.1.1.6.1 **Task 4 Deliverable** – Final implementation plan for the strategies and techniques to be applied to the MCDOT program.

2.1.1.6.2 **Task 4 Duration** – Task 4 shall be completed within six (6) weeks from the completion of task 3.

2.1.1.7 **Task #5: Implementation Follow-up** - Provide follow-up assistance to the Coordinator to include up to 10 hours of executive coaching to assist with the initial plan implementation.

2.1.1.7.1 **Task 5 Deliverable** – None.

2.1.1.7.2 **Task 5 Duration** – Task 5 shall be completed within eight (8) weeks from the completion of task 4.

2.1.2 Evaluation of existing operations and maintenance practices and procedures within MCDOT and development of a consolidated, comprehensive Field Procedures Manual.

2.1.2.1 The Maricopa County Department of Transportation (MCDOT) Operations Division is responsible for a wide variety of operations and maintenance activities and tasks. These activities and tasks have varying degrees of procedural documentation, and in cases of the activities performed by the maintenance yards, may be performed differently from one yard to another. MCDOT is seeking assistance to develop a field procedures manual to provide consistent and comprehensive documentation of the various activities and tasks.

2.1.2.2 The proposed major tasks for accomplishing these items are outlined below; however, the respondent is free to offer other approaches that they feel may be more effective. The effort for each task shall include all correspondence, meetings (electronic or in-person), preparation and documentation time necessary to complete the task.

2.1.2.3 **Task #1: Initial Consultation** - Consult with MCDOT's Operations Division Manager and Superintendents to identify existing procedures, key staff that will act as resources during the project, and other project planning issues.

2.1.2.3.1 **Task #1 Deliverable** – Summary of the results of the task 1 effort, including a list of action items to be accomplished.

2.1.2.3.2 **Task #1 Duration** – Task 1 shall be completed within three (3) weeks from receipt of task Notice to Proceed.

- 2.1.2.4 **Task #2: Existing Conditions Analysis** – Based on the outcome of Task 1, Vendor shall collect and compile all existing and known procedures and guidelines, shall review all available information relative to the activities and tasks performed by the Operations Division, and shall conduct interviews with the identified key staff members to evaluate the extent of procedures that are not currently documented. This effort shall not include documentation of procedures, only identification of procedures that require documentation and whether or not there is existing documentation available. Vendor shall meet with Division Manager and Superintendents at the midpoint of this task to discuss progress.
- 2.1.2.4.1 **Task 2 Deliverable** – Summary of results of the existing conditions analysis effort to include a listing of the existing procedures and the currently undocumented procedures.
- 2.1.2.4.2 **Task 2 Duration** – Task 2 shall be completed within six (6) weeks from the completion of task 1.
- 2.1.2.5 **Task #3: WBS and Outline Development** – Based on the outcomes of Task 2, the vendor shall develop a proposed work breakdown structure of all activities and tasks identified that organizes them into a logical and sensible format that groups similar items into primary and sub-groups. Vendor shall develop a proposed outline for the field manual following the WBS. Additionally, Vendor shall develop a sample procedure to include, but not be limited to, such items as task description, personnel/equipment/material/supply requirements, estimated time to perform, etc. Vendor shall meet with Division Manager and Superintendents on a bi-weekly basis during this task to discuss progress prior to finalizing the proposed WBS and outline.
- 2.1.2.5.1 **Task 3 Deliverable** – WBS listing and proposed manual outline, and sample procedure.
- 2.1.2.5.2 **Task 3 Duration** – Task 3 shall be completed within six (6) weeks from the completion of task 2. MCDOT review period will be two (2) weeks following submittal.
- 2.1.2.6 **Task #4: Procedures Development** – Based on the outcomes of Task 3, the vendor shall develop proposed procedures for each activity and task identified. Vendor shall use existing procedures, interviews with key staff, and data provided by MCDOT from the asset/maintenance management system implementation project as resources in developing procedures. Where conflicts are identified, such as finding differences in how tasks are performed between different maintenance yards, vendor shall document the differences for evaluation by MCDOT. All decisions regarding standardization of differences will be made by Operations Division management. Further, vendor should anticipate a somewhat iterative process wherein procedures discussions with identified staff occur on an average of three (3) times (rounds) during development. Vendor shall meet with Division Manager and Superintendents on a bi-weekly basis during this task to discuss progress prior to finalizing the proposed procedures.
- 2.1.2.6.1 **Task 4 Deliverable** – WBS listing and proposed manual outline and contents, including a sample entry for review.
- 2.1.2.6.2 **Task 4 Duration** – Task 4 shall be completed within twelve (12) weeks from the completion of task 3. MCDOT review period will be four (4) weeks following submittal.

2.1.2.7 **Task #5: Draft Field Manual Development** - Vendor shall prepare a draft field manual to include the procedures developed in task 4 into the outline and format approved in task 3. The draft field manual shall be indexed and cross referenced where applicable, and fully searchable. The document shall be prepared in MS Word format and converted to PDF format as well. Vendor shall meet with Division Manager and Superintendents on a bi-weekly basis during this task to discuss progress prior to finalizing the draft field manual.

2.1.2.7.1 **Task 5 Deliverable** – Six (6) printed, unbound copies and one (1) electronic copy in PDF format of the draft field manual.

2.1.2.7.2 **Task 5 Duration** – Task 5 shall be completed within eight (8) weeks from the completion of task 4. MCDOT review period will be four (4) weeks following submittal.

2.1.2.8 **Task #6: Final Field Manual Development** - Meet with the Operations Division Manager and Superintendents to review the draft field manual, and based upon the feedback received prepare the final field manual.

2.1.2.8.1 **Task 6 Deliverable** – Twenty (20) printed, bound copies and one (1) electronic copy containing both the MS Word and PDF formats of the final field manual.

2.1.2.8.2 **Task 6 Duration** – Task 6 shall be completed within four (4) weeks from the completion of task 5.

2.1.3 Best Practices, evaluations and process improvement development for such activities as standby/on-call procedures, or various work flow processes.

2.1.3.1 The Maricopa County Department of Transportation (MCDOT) responds to a variety of off-hour incidents to address storms, critical maintenance concerns, repairs due to accidents, etc. This is generally done through the use of standby and on-call staffing. MCDOT is seeking assistance to evaluate our standby and on-call staffing procedures to maximize efficiencies and minimize costs to the agency.

2.1.3.2 The proposed major tasks for accomplishing this are outlined below; however, the respondent is free to offer other approaches that they feel may be more effective. The effort for each task shall include all correspondence, meetings (electronic or in-person), preparation and documentation time necessary to complete the task.

2.1.3.3 **Task #1: Initial Consultation** - Consult with MCDOT's Operations Division Manager and Superintendents to identify and understand how the staffing procedure is currently managed and operated. Determine the procedure's positive attributes as well as areas for improvement.

2.1.3.3.1 **Task # 1 Deliverable** – Develop a summary list of the results of the task 1 effort, including a list of action items to be accomplished.

2.1.3.3.2 **Task # 1Duration** – Task 1 shall be completed within two (2) weeks from receipt of task Notice to Proceed.

2.1.3.4 **Task #2: Benchmarking** – Based on the outcome of Task 1, Vendor and Superintendents shall develop a list of potential benchmark opportunities, potential agencies to benchmark with, and a script to follow during the benchmarking process. Upon completion of the lists and script, and approval by MCDOT, contact identified benchmark agencies to interview them relative to their standby and on-call staffing procedures. Vendor shall meet with Division

Manager and Superintendents on a bi-weekly basis during this task to discuss progress.

2.1.3.4.1 **Task 2 Deliverable** – Develop a summary of results of the benchmarking effort.

2.1.3.4.2 **Task 2 Duration** – Task 2 shall be completed within four (4) weeks from the completion of task 1.

2.1.3.5 **Task #3: Draft Recommendations Development** - Meet with Division Manager and Superintendents to discuss results of benchmarking. Identify strategies and techniques used by other agencies that would be beneficial to MCDOT. Develop a draft of recommended changes to MCDOT's standby and on-call staffing plan. Vendor shall meet with Division Manager and Superintendents on a bi-weekly basis during this task to discuss progress.

2.1.3.5.1 **Task 3 Deliverable** – Draft recommendations for standby and on-call staffing to be implemented by MCDOT.

2.1.3.5.2 **Task 3 Duration** - Task 3 shall be completed within four (4) weeks from the completion of task 2. MCDOT review period will be two (2) weeks following submittal.

2.1.3.6 **Task #4: Final Recommendations** - Meet with the Operations Division Manager and Superintendents to review MCDOT's comments on the draft recommendations, and based upon the feedback received prepare final recommendations.

2.1.3.6.1 **Task 4 Deliverable** – Final recommendations for standby and on-call staffing to be implemented by MCDOT.

2.1.3.6.2 **Task 4 Duration** – Task 4 shall be completed within three (3) weeks from the completion of task 3.

2.1.4 Assistance implementing and/or facilitating implementation of process changes within the Division, whether resulting from other contract services or from internally developed changes. The scope of services for this effort will be dependent on other work to be performed internally or through this contract, and will be defined at the time the work is to be performed.

2.1.5 Work may include providing other general consulting services as required. The scope of services for this effort will be dependent on other work to be performed internally or through this contract, and will be defined at the time the work is to be performed.

EXHIBIT C**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

**DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DBA: DIBBLE ENGINEERING, 7500
NORTH DREAMY DRAW DRIVE, SUITE # 200, PHOENIX, AZ 85020**

PRICING SHEET: NIGP CODE 91831, 91883, 91884, 91894

Vendor Number: 2011000796 0

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2016.**