

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
GARVER LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of July 22, 2020, between the City of Avondale, an Arizona municipal corporation (the “City”) and Garver LLC, a(n) Arkansas limited liability company (the “Consultant”).

**RECITALS**

A. The City issued a Request for Statements of Qualifications, PW20-051 “WASTEWATER SYSTEM PROFESSIONAL ENGINEERING SERVICES” (the “RFQ”), a copy of which is on file in the City’s Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for WASTEWATER SYSTEM PROFESSIONAL ENGINEERING SERVICES(the “Services”).

B. The City of Avondale incorporated in 1946 and is located in the west valley of the greater Phoenix metropolitan area north of the Estrella Mountains. With a population of about 85,000, Avondale provides water and wastewater utility service to approximately 25,000 metered locations. Avondale is currently 47 square miles in size, with a planning area of over 90 square miles. The City of Avondale operates and maintains a water system that includes 15 potable wells, three groundwater treatment facilities, six reservoirs, and booster pump station sites along with over 300 miles of distribution and transmission pipe. The wastewater system includes a 9.0 MGD water reclamation facility, ten (10) wastewater lift stations, 6.5 miles of sewer force main, and 235 miles of gravity sewer.

C. The Consultant responded to the RFQ, Wastewater System Professional Engineering Services and by submitting a Statement of Qualifications (the “SOQ”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for the Services.

D. During the term of the Agreement, work will be conducted after the issuance of a Task Order. The City will issue a Request for Statement of Work request the Consultant to prepare a statement of work (“SOW”) consist of scope of work, fee schedule, task order schedule, and deliverables for the project to be included in a task order. If the Consultant’s statement of work is acceptable, the City and the Consultant will execute a task order, and the City will direct the Consultant to proceed with the work.

**AGREEMENT**

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

## **ARTICLE 1 SCOPE OF WORK**

The Consultant shall provide professional consulting services for the 2020/2021 Fiscal Year related to the City of Avondale's Wastewater Systems. Per A.R.S. 34-604 multiple contracts for professional services may or will be executed through fiscal years 2024/2025. The Consultant will provide professional engineering services, including but not limited to conducting studies, planning, design services, construction documentation and specifications, cost estimates, value engineering, advertisement and bidding support, construction management, software integration and programming, emergency support services, and other related services pertaining to the City's Wastewater Systems. At the sole discretion of the City, more than one respondent may be selected and awarded a contract as a result of this Request for Qualifications.

## **ARTICLE 2 CONTRACT TIME**

### 1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 21, 2021 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each, a "Renewal Term") so long as the fund is available and appropriated in each subsequent year, unless the Consultant notifies the City in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent Renewal Term unless the Consultant notifies the City 90 days prior to contract expiration date in writing of any rate increase and the City approves the increase with an authorized signature, prior to the end of the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

## **ARTICLE 3 TASK ORDER**

1. Task Order/Purchase Order Issuance. A Task Order/Purchase Order shall be issued as follows:

1.2 Request for Statement of Work (SOW). When the City determines Work is needed, the City shall notify the Consultant of an existing requirement.

1.3 Response. Upon the receipt of the Request for SOW, the Consultant shall respond within two (2) working days, or as otherwise agreed, by visiting the proposed site in the

company of the City Representative or establishing contact with the City Representative to further define the scope of the requirement.

1.4 Preparation of Statement of Work. After mutual agreement on the scope of the Work to be performed, the Consultant shall then prepare an SOW, unless Consultant, in its sole discretion, elects not to undertake the Work. If the Work is declined, the Consultant will so notify the City within four (4) working days.

1.5 SOW Deadline. The Consultant shall submit SOW to the City within 15 days unless otherwise agreed.

1.6 Review. Upon receipt of SOW, the City will review the SOW for completeness and will reach an agreement with the Consultant on all terms prior to issuance of a Task Order/Purchase Order.

1.7 No Obligation. If the City does not issue a Task Order/Purchase Order after receipt of the Consultant's SOW, the City is not obligated to reimburse the Consultant for any costs incurred in the preparation of the SOW.

1.8 Written Task Order/Purchase Order. Performance of the Work shall be undertaken only upon the issuance of written Task Order/Purchase Order by the City setting forth the following: (A) contract number along with Consultant's name; (B) Task Order/Purchase Order number and date; (C) the agreed-upon SOW and applicable technical specifications and/or drawings; (D) the agreed-upon period of performance and Work schedule (Task Order Schedule), if required by the City Representative; (E) the place of performance; (F) the agreed total price in SOW; (G) submittal requirements; (H) the City Representative who will accept the deliverable; (I) signatures by the Parties hereto signifying agreement with the specific terms of the Task Order/Purchase Order; and (J) such other information as may be necessary to perform the Work.

1.9 Task Order/Purchase Order Amendment. A Task Order/Purchase Order may be amended by the City in accordance with Article 6 Section 1 Change Order.

#### **ARTICLE 4 PERFORMANCE OF THE WORK**

1. Preliminary Phase. The Consultant shall review the City's Request for SOW, and return to the City a written SOW stating the scope of the project, names of sub-consultants, and the number of days to complete the project, the Consultant's fee, anticipated reimbursable, and other requested information.

When the City issues a Notice to Proceed to the Consultant, the Consultant shall prepare an Outline of the Services, leading to a recommended solution, together with a general description of the project, for approval by the City, and Consultant shall submit to the City one PDF copy of the outline and the Estimate of Probable Total Project Cost, based on current unit costs.

Based on the approved Outline and Estimate of Probable Total Project Cost, the Consultant shall perform the Services. The Consultant shall submit to the City one PDF copy of the completed Project Documents and a revised Estimate of Probable Project Cost.

For the purpose of payment to the Consultant, the Preliminary Phase shall be considered complete upon approval by the City of the Outline of the Services and the Estimate of Probable Total Project Cost.

2. Study and Report Phase. Identify and analyze requirements of governmental authorities having jurisdiction to approve portions of the Project.

Evaluate various alternate solutions available to the City if described in the Request for SOW. After consultation with the City, recommend to City those solutions which, in Consultant's professional judgment, best meet City's requirements for the Project.

Prepare the Report. This Report will be accompanied by Consultant's estimate of Total Project Cost for each solution which is recommended for the Project, itemized as follows: an estimate of Total Construction Cost, allowances for contingencies, the total cost of services provided by Consultant, and allowances for other items and services included within the definition of Total Project Costs and identified by the City.

Furnish the Report to and review it with the City.

Revise the report in response to the City's comments, as appropriate. Submit to the City a copy of the Report in PDF format in quantity specified by the City within the stipulated period indicated in the Request for SOW and SOW.

For the purpose of payment to the Consultant, services under the Study and Report Phase will be considered complete when the Study or Report has been accepted by the City as complete, which acceptance will not be unreasonably withheld.

3. Preliminary Design Phase: On the basis of selection by the City of the recommended solution, or modified solution agreed upon by City and Consultant, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

Based on the information contained in the Preliminary Design documents, submit a revised estimate of Total Construction Cost, and any adjustment to Total Project Cost known to Consultant.

Furnish Preliminary Design documents to and review them with the City within the stipulated period indicated in the Request for SOW and SOW.

For the purpose of payment to the Consultant, services under the Preliminary Design Phase will be considered complete when the Preliminary Design documents have been accepted by the City as complete.

4. Final Design/Construction Documents Phase: If the project involves construction or demolition, the consultant shall prepare, from the approved preliminary design, modifications or changes, and revised estimated construction cost, construction documents consisting of working drawings and specifications set forth in detail the work required for the architectural, civil, transportation, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and SOW forms. The consultant shall submit to the city one copy of the construction documents in PDF format, and a further revised estimate of the total construction cost.

Consultant shall include in construction documents requirement that construction contractor provides a final survey of the project by a registered surveyor, and provide marked up construction drawings to the consultant so the consultant can prepare and deliver to the city the as-built in the form required by the city.

Prior to final approval of the construction documents by the city, the consultant shall conduct a preliminary check of any work products to ensure compliance with requirements of any county, city, state, or federal agency from which a permit or other approval is required. The Consultant shall prepare all support documents to accompany any necessary permit applications. The Consultant shall respond to all technical questions from regulatory agencies. The Consultant shall modify at no additional cost to the city, construction documents in order to acquire the necessary permits.

The consultant shall signify his responsibility for the construction documents prepared pursuant to this agreement by affixing his signature, date, and seal. If requested, the consultant shall review and analyze the bids received by the city, and shall make a recommendation for an award based on the city's purchasing ordinance.

Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of the design, the consultant shall redesign with no additional cost to the city.

Consultant shall provide to the city, and fee shall include specifications on a disc or flash drive, and drawings and as-built on the latest version of AutoCAD or other media as required by the city.

Consultant's services under the construction document phase will be considered partially complete when the bid documents are delivered to and accepted by the city, and finally, complete when the CAD drawings in. Dxf Format are delivered to and accepted by the city.

Estimates of construction costs provided for herein are to be made on the basis of industry-recognized publications, historical price lists, or services estimating the current cost of comparable construction in Arizona.

5. Bidding Phase: If requested, the consultant shall provide the city with a list of recommended prospective bidders. The consultant shall attend all pre-bid conferences, prepare and distribute minutes. The consultant shall issue addenda through the city's purchasing agent as appropriate to clarify, correct, or change bid documents.

If pre-qualification of bidders is required as set forth in the request for SOW, the Consultant shall assist the city in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders.

If requested, the Consultant shall evaluate bids and bidders, and recommend award to the city.

For the purpose of payment to the consultant, the bidding phase will terminate and the services of the consultant will be considered complete upon signing of an agreement with a contractor, or cancellation of the project by the city prior to the signing of the agreement with a contractor. Rejection of bids by the city does not constitute cancellation of the project.

6. Construction/Demolition Phase: To the extent provided by the contract for any project between the city and the contractor, the consultant shall make recommendations to the city on all claims of the city and contractor regarding the interpretation of the construction documents,

and on all other matters relating to the execution and progress of the work. The consultant shall check and approve samples, schedules, shop drawings, and other submissions for conformance with the concept of the project, and for compliance with the information given by the construction documents, prepare change orders, assemble written guarantees required of the contractor, and approve progress payments to the contractor based on the project schedule of values and percent of completion of work.

The consultant shall carefully review and examine the contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination is to protect the city from an unbalanced schedule of values which allocates greater value to certain elements of the services that is indicated by industry standards, supporting documentation, or data.

If the schedule of values is not found to be appropriate, it shall be returned to the contractor for revision or supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the consultant shall sign the schedule of values thereby indicating their informed belief that the schedule of

Values constitute a reasonable, balanced basis for payment of the contract price to the contractor.

The consultant shall conduct a pre-construction meeting with the contractor(s), the city, and utility companies; prepare and distribute minutes of the meeting.

The consultant shall make inspections of the work based on the type and frequency defined in the Statement of Work on which the consultant provided. The Consultant's inspections shall determine the progress and quality of the work, and whether the work is proceeding in accordance with the construction documents. The Consultant will provide the city with a written report of each inspection in order to inform the city of the progress of the work.

The Consultant shall endeavor to guard the city against defects and deficiencies in the work of contractors and make a written recommendation to the city that work fails to conform to the construction documents. Based on such inspections, and the contractor's applications for payment, he will recommend the amount owing to the contractor, and will issue certificates for payment in such amount. These certifications will constitute a representation to the city, based on such inspections and the data comprising the application for payment that the work has progressed to the point indicated. By issuing a certificate for payment, the consultant will also represent to the city that, to the best of his knowledge, information, and belief, based on what his inspections have revealed, the work is in accordance with the construction documents. He/She will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final certificate for payment. All inspections and certificates of payment provided by the Consultant shall be sufficient to provide all certifications required by city, county, state, and federal agencies.

The consultant shall revise the construction drawings and submit as-built or corrected CAD drawings to the city to show those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor.

The consultant shall attend regularly scheduled progress meetings on-site, if included in the scope of work, prepare and distribute minutes.

The consultant shall prepare construction change orders for the city's approval. Consultant shall not authorize any changes in services or time, no matter how minor, without the prior written approval of the city.

[Reserved for Future Task Orders] Should consultant approve progress payments to the contractor in excess of the value of the work performed, and the contractor defaults. Leaving insufficient funds to complete the work, the Consultant shall reimburse the city for the difference between the amount of the progress payment actually approved and the amount which should have been approved.

[Reserved for Future Task Orders] If any portion of the work is covered, based on approval of the Consultant, without the City's and building official's inspection and approval, the city's representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, the Consultant shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the contractor shall bear the cost of uncovering, repairing, and covering the work.

For the purpose of payment to the Consultant, the construction demolition phase shall be considered complete upon the compilation of punch list by the Consultant, written notification to the contractor by the Consultant of all documents, training, as-built, releases of lien, and a written recommendation by the Consultant of final payment.

7. Errors and Omissions: The consultant shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient design work due to his/her errors and omissions without cost to the city upon the request of the city for five years after the date of acceptance of the services by the city when judged to have been in error by a court of competent jurisdiction. The Consultant shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the city for work performed does not constitute a waiver of this guarantee.

8. Additional Services: The consultant will, upon written request of the city, provide any and all other services normally falling within the scope of services offered by the consultant through their in-house staff.

If any of the following or other, additional services are authorized in writing by the city, they may be paid for by the city, plus reimbursable expenses, with a negotiated upset limit.

8.1 Additional services due to significant changes in the general scope of the project or its requirements.

8.2 Making measured drawings of existing construction.

8.3 Providing programming services in connection with defining project scope or budget, including implications of ADA and building code requirements.

8.4 Revising previously approved drawings or specifications to accomplish changes.

8.5 Making an inspection of the project prior to the expiration of the guarantee period, and reporting observed discrepancies under guarantees provided by the construction contracts.

## **ARTICLE 5 COMPENSATION**

The consultant agrees to perform the professional services for either:

The hourly labor rate as set forth, with a negotiated upset limit. The consultant shall be entitled to receive reimbursement for expenses at the consultant's exact cost, which costs have been included in the Consultant's SOW for each project and approved by the city; or,

A negotiated lump sum fee based on the rates set forth plus approved reimbursable expenses.

Approved reimbursable expenses shall be paid to the consultant at exact cost, and upon proof of payment by the Consultant. Anticipated reimbursable expenses shall be included with the Consultant's SOW.

Consultant agrees to keep, furnish, and support statements with copies of invoices, statements of times expended, and other supporting documentation as the city may require. Statements for fees based on hourly rates will be rendered monthly as the work progresses or as otherwise agreed upon. Reimbursable expenses will be invoiced monthly at cost, as the work progresses, or as otherwise agreed upon. Such documentation and records will be available at all reasonable times for examination and audit by the city. Incomplete or incorrect entries in such books and records shall be immediately corrected or completed upon being called to the attention of the consultant. Any loss caused to the city by such incorrect or incomplete entries will be grounds for disallowance by the city of any fees or expenses based upon such entries. Said books and records for each project shall be kept for a period of three years after the completion of all work to be performed on such project, pursuant to the agreement.

Compensation to the consultant shall include the following. No claim for reimbursement for these expenses shall be made to the city.

- 1.1. All travel and vehicle expenses within State of Arizona.
- 1.2. Three sets of signed and sealed permitting plans.
- 1.3. Computer usage, telephone expenses, postage.

## **ARTICLE 6 ADDITIONAL PROVISIONS**

1        **Change Order.** Changes in the Work shall only be made by a written Change Order to this Contract signed by the City and the Consultant. Consultant shall be entitled to an equitable adjustment in compensation and project schedule for impacts to the Services resulting from events beyond Consultant's control. Changes involving increases to the Consultant's compensation or an extension of the Task Order Schedule shall be considered a Change Order and must be approved as an amendment to the Task Order and executed by the City and the Consultant. The Consultant shall not: (A) perform any additional Work; or (B) eliminate any duties included in the Work until a written amendment addressing the Change Order has been properly approved and executed by both Parties.

2.        **Payment:** The city will make monthly payments to the consultant based on the percentage of completion of the Consultant's work, or as otherwise agreed upon. The consultant

shall submit an original invoice and one copy to the city. This will be considered the official request for payment by the city.

The invoice shall include the following information: Invoice number for the PO number, Task Order number, name of project, and date;

- 2.1. The consultants lump sum or negotiated upset limit fee;
- 2.2. Percent of work completed, or employees name, titles, direct labor rates, and multiplier;
- 2.3. Amount earned;
- 2.4. Amount previously billed;
- 2.5. Amount due this invoice;
- 2.6. Retention, if applicable;
- 2.7. Balance remaining;
- 2.8. Attached list of reimbursable with appropriate receipts;
- 2.9. Summary of work done this billing period.

When the project involves bidding and construction or demolition, the project, and subsequent payments shall be divided into a minimum of three components; design, bidding, and construction.

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

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

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

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

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

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

9. Indemnification.

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

10. Insurance.

10.1. General.

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

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

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this

Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and

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

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

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

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

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

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

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

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

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

## 10.2. Required Insurance Coverage.

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

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

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

D. Workers’ Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability

Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

11. Termination; Cancellation.

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

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

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

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

11.5. Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant

to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

## 12. Miscellaneous.

12.1. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Article 1 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

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

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

future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

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

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

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

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

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

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

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

responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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

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

12.13. Offset.

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

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

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

If to the City:           City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Charles A. Montoya, City Manager

With copies to:       City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Jill Lin, Procurement Officer

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: City Attorney

If to Consultant:           Garver, LLC  
                                      1620 W Fountainhead Pkwy, Ste 503  
                                      Tempe, AZ 85282  
                                      Attn: Andrea Odegard-Begay, PE  
                                      Email: AMOdegard-Begay@GarverUSA.com

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

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

12.16. Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 12.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 12.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of

intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

12.18. Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

12.19. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Task Order, Purchase Order, the Fee Schedule, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Article 2 Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

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

13. Record Retention Schedule. Engineering reports, plot plans, permits and application relating to Wastewater Systems shall be maintained for the life of the facility.

14. Rights of Decisions. All services shall be performed by the consultant to the reasonable satisfaction of the city. In cases of disagreement or ambiguity, the parties shall adhere to the following dispute resolution process: The City and Consultant agree, through good faith efforts, first attempt to resolve all conflicts that arise out of related to this Agreement through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition to be attempted prior to the use of other dispute processes unless the applicable statute of limitations will expire within sixty (60) days of such notice. If the respective representatives are unable to develop a mutually satisfactory compromise resolving the dispute within thirty (30) days after a party delivers a written notice of such dispute, then further mediation processes shall begin as described herein.

If direct discussions fail to resolve the dispute, the City and Consultant further agree to pursue non-binding mediation unless the parties mutually agree otherwise, or the applicable statute of limitations will expire within sixty (60) days of the failure to resolve any dispute through the direct discussion referenced above. Each of the parties hereto hereby knowingly, voluntarily, and intentionally waives any rights it may have to a trial by jury in respect of any litigation between the parties or arising out of, under, or in connections with this Agreement or any other documents entered into in connection herewith.

15. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

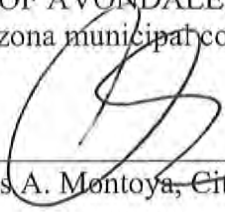
Limitation of Liability and Waiver of consequential Damage. Notwithstanding any provision to the contrary herein, Consultant’s total aggregate liability under the Agreement including without limitation those relative to (a) all obligations undertaken by Consultant; or (b) claims which may be asserted against Consultant; or (c) damages which may be incurred or accrue against Consultant, arising from actions or inactions undertaken by Consultant (including its subconsultants and vendors) relative to the Agreement, shall be limited to an amount equal to the amount of compensation actually received by Consultant from the City. This limitation covers all claims, regardless of the cause of action (including negligence of any kinds, including gross negligence). Notwithstanding anything in the Agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for loss of profit or revenues, loss of use, loss of opportunity, loss of goodwill, cost of substitute facilities, goods or services, cost of capital, or claims from customers of client, or for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind arising out of or related to the performance or non-performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise.

[SIGNATURES ON FOLLOWING PAGES]

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

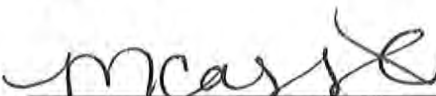
**"City"**

CITY OF AVONDALE,  
an Arizona municipal corporation

  
\_\_\_\_\_  
Charles A. Montoya, City Manager

Date: 8/4/20

ATTEST:

  
\_\_\_\_\_  
Marcella Carrillo, City Clerk



**"Consultant"**

Garver, LLC,  
a(n) Arkansas limited liability company

By:   
\_\_\_\_\_

Name: Jeffrey Sober

Title: Vice President

EXHIBIT A  
TO  
SAMPLE PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
GARVER, LLC

[SOQ]

See following pages.



**WE'RE HERE WHEN  
YOU NEED US.**

*Serving Public Agencies Like Avondale Since 1919*

**Avondale**

**Statement of Qualifications for Wastewater  
System Professional Engineering Services**

**JUNE 2020**

*Full-service wastewater engineers ■ As-needed contracts are our specialty*



1620 W. Fountainhead Parkway  
 Suite 503  
 Tempe, AZ 85282  
 TEL 480-646-5366  
 www.GarverUSA.com

June 24, 2020

Attn: Jill Lin, Senior Buyer  
 11465 West Civic Center Dr.  
 Avondale, AZ 85323

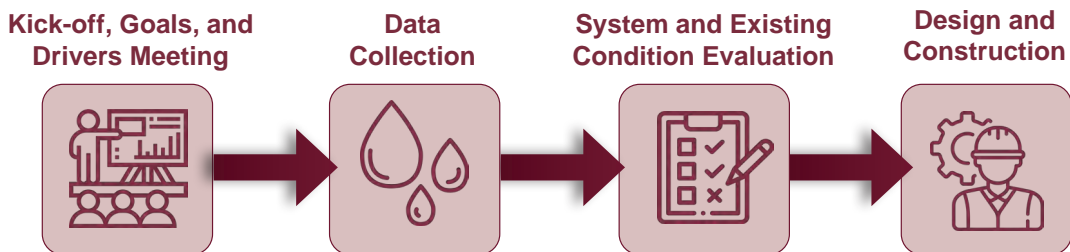
**RE: Statement of Qualifications for Wastewater System Professional Engineering Services**

Dear Ms. Lin and Selection Committee:

Selecting consultants is never a public agency’s most enjoyable task. We understand that. From our discussions with Public Works staff over the past couple of years, we know your focus is not on vetting consultants, but rather on keeping your treatment plant and collection system operational with a series of maintenance projects—something perfectly suited for an as-needed services contract.

And that’s where Garver comes in. For the last 100 years, our commitment to client service can be summed up like this: **We’re there when you need us.** That is never more true than on an as-needed service contract like this, where project, schedule, budget, scope, duration, and coordination are all swirling variables that need to be pinned down and executed by a trusted consultant.

Since we are already on Avondale’s as-needed list for the current period, we are confident that the skills, experience, and approach to these types of contracts contained in our submittal will demonstrate that we were a good choice before, and a good choice now. As far as our approach, the graphic below sums up our four-step process to executing a task order:



Simply put, we meet with you, do our data collection and evaluation tasks, and then jump into the design and construction support work. Our local staff has access to resources across Garver to supplement teams with any skill or discipline we need to execute your project within your budget and schedule. We’ve honed this process for a very long time, and it has served us well across the country, as well as in the Valley, over the years.

Our submittal has been designed to be easy to read, absorb, and score, though we welcome any questions you may have about our team, skills, and experience. Avondale is an important client to Garver, and we look forward to using this contract to build a solid, long-term working relationship.

Sincerely,  
 Garver

*A.M. Odegard-Begay*  
 Andrea Odegard-Begay, PE  
 Arizona Water Team Lead

*Randy McIntyre*  
 Randy McIntyre, PE, BCEE  
 Vice President

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**TAB A**

**GENERAL INFORMATION**



**Tab A / General Information**

**About Garver**

Founded in 1919, Garver is an employee-owned multi-disciplined engineering, planning, architectural, and environmental services firm with nearly 800 employees across the United States. Offering a wide range of services focused on water, aviation, construction, facilities design, federal, survey, and transportation, Garver sits in the top 125 of the Engineering News-Record's prestigious Top 500 Design Firms list and is consistently recognized as a best firm to work for.

■ ■ ■ ■ ■  
*Celebrating  
 more than  
 a century of  
 service!*

Garver's Arizona Water team, led by Andrea Odegard-Begay, is committed to quality practices, progressive methods and honorable relationships. Whether your needs include management consulting, program and project management, planning, value engineering, cost estimating, scheduling, design, survey, construction management, or financing support, **Garver has the expertise and the experience to deliver.**

**Garver's local team is readily available to support the City of Avondale.**

This project will be managed out of our local office in Tempe, with support from more than 20 professionals licensed in Arizona. The Garver team has the resources and capacity to deliver projects to the City of Avondale with the highest level of service and responsiveness. **Garver is authorized to provide architecture and engineering services in the state of Arizona. Firm registration #17813.**

<b>Legal Name:</b>	Garver, LLC
<b>Local Work Office Address:</b>	1620 W. Fountainhead Pkwy, Suite 503 Tempe, AZ 85282
<b>Principal Office Address:</b>	4701 Northshore Dr, North Little Rock, AR 72118
<b>FEIN:</b>	01-0733400

**Legal Organization**

Garver is a limited liability company (LLC) managed by a seven-member board of directors with a larger group of owners, all of whom are Garver employees. Our leadership is well established, with several Board of Directors members having Garver tenure of 25 years or more.



*Copy of Arizona State Board Registration*

**Authorized to Act on Behalf of the Company**

The Board of Directors Garver and Managers Committee of Garver hold an annual meeting to update the principals of the firm. **As of May 19, 2020, these individuals from Garver's Water team are able to commit the resources of the firm and are authorized to execute contracts on behalf of the company:** Michael J. Graves, Executive Vice President and Chief Operating Officer, Steven M. Jones, Senior Vice President; Clayton J. Dollerschell, Vice President; Randall G. McIntyre, Vice President; Brian S. Shannon, Vice President; Jeffrey L. Sober, Vice President; Scott H. Zotti, Vice President; S. Shane Smith, Vice President; Christopher M. Bohm, Senior Project Manager; John C. Cutright, Senior Project Manager; Lance P. Klement, Senior Project Manager; Daniel N. Olson, Senior Project Manager.

## Primary Project Contact



**Andrea Odegard-Begay, PE**  
Arizona Water Team Lead



1620 W Fountainhead Pkwy, Ste 503  
Tempe, AZ 85282

**Office:** 480-646-5366

**Cell:** 214-682-4996

AMOdegard-Begay@GarverUSA.com

## Terminated Contracts & Litigation

Garver, LLC, similar to most companies, periodically engages in formal dispute resolution through the ordinary course of its business. The results of such dispute resolution, including litigation, often is subject to confidentiality provisions. Notwithstanding the foregoing, Garver has not had any professional service suits filed against it in Arizona within the past five years. Furthermore, Garver has not been terminated for default in the past five years. If information involving any specific claim against Garver is needed, please contact Garver's General Counsel, Kurtis John, at (479) 287-4678.

## References and Reputation

As with any project, success depends on more than just technical know-how. We know we are only as good as our work and how well we deliver that work. In addition to the references that provided our Past Performance Verification Forms (PPVF), we encourage you to contact any of our additional client references listed, beginning on page 4, to verify the quality of our work and our ability to coordinate and deliver your projects on time and within budget.

At Garver, our reputation is based not on what we say about ourselves but what our clients and peers say about us. Our reputation and positive feedback from clients testify to our service. **Garver is uniquely qualified through our expertise and ability to deliver customized, innovative solutions.**

**Our team delivers operable, maintainable, and flexible solutions that are tailored specifically for your wastewater system.**

Our team regularly helps municipalities cost-effectively improve their collection system and wastewater treatment process and we understand that every project needs to reliably and successfully meet current and anticipated future regulations.

Garver believes in identifying opportunities to rehabilitate existing assets and leverage their design life to meet future requirements and deliver cost savings. We can help the City of Avondale leverage existing assets when available, build what is needed, and plan for the future to achieve project success. Garver has a wealth of experience designing new facilities, as well as rehabilitating existing assets and buried infrastructure and implementing the appropriate technologies to meet your project goals.

*"Garver assisted the City of Claremore with engineering services for our \$17 million wastewater treatment plant upgrade. I was very pleased with Garver's treatment plant design capabilities, project management, cost-estimating, cost-control measures, and adherence to schedule. The end result was a first-class facility that was operational, on-time, and under budget, with zero additive change orders. For a complex project like ours, where every major treatment process was replaced or rehabilitated, it was very comforting to have Garver leading our efforts."*

- Daryl Golbek, Former Public Works Director, City of Claremore  
*Claremore WWTP Improvements Project*

# Vendor Information Form

CITY OF AVONDALE  
PUBLIC WORKS  
RFQ PW20-051

**SECTION A**

PART IV. VENDOR INFORMATION FORM

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

Garver, LLC  
VENDOR SUBMITTING SOQ

01-0733400  
FEDERAL TAX ID NUMBER

Randy G. McIntyre, Vice President  
PRINTED NAME AND TITLE

  
AUTHORIZED SIGNATURE

1620 W Fountainhead Pkwy, Ste 503  
ADDRESS

480-646-5366                      480-646-5367  
TELEPHONE                                      FAX #

Tempe                      AZ                      85282  
CITY                      STATE                      ZIP

June 24, 2020  
DATE

WEB SITE: www.garverusa.com

E-MAIL ADDRESS: rgmcintyre@garverusa.com

ARIZONA CORPORATION COMMISSION FILE NO. 17813-0

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

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? ( ) Yes ( ) No

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

# Exhibit A - PPFV Reference Form

SECTION C - PPVF

PUBLIC WORKS  
RFQ PW20-051

## EXHIBIT A

### PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

#### LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS TO CITY

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that the City receives all of the Past Performance Verification Forms prior to the SOQ submittal deadline. Failure to provide evaluations by date and time specified will result in zero points for that specific evaluation.

*(NOTE: Only agencies or firms listed as 1, 2, or 3 will be accepted. Do not add lines to this form.)*

1. City of Flagstaff, AZ  
2800 N. El Paso Road, Flagstaff, AZ 86004  
Phone: 928-213-2426  
Contact: Jim Huchel, Wastewater Treatment Manager
2. Albuquerque Bernalillo County Water & Utility Authority  
P.O. Box 568, Albuquerque, NM 87103  
Phone: 505-289-3241  
Contact: Tom Matthews, Principal Engineer
3. EPCOR Utilities  
2355 Pinnacle Peak Rd, Suite 300, Phoenix, AZ 85027  
Phone: 623-587-5211  
Contact: Christina Shane, Engineering Project Manager

SECTION C - PPVF

**PAST PERFORMANCE VERIFICATION FORM (PPVF)**

Directions: Request Public/Private Agencies, for which you have **substantially completed** (Professional Services, CM@R or Design-Build projects) **similar work**, to fill out a copy of the PPVF for three (3) similar projects. Provide this form to the Owner or Owner’s representative **directly responsible** for oversight of the project to complete and submit to the City via mail or fax prior to the date and time listed below. If the form is received after the date and time specified it will not be accepted. If your firm has completed previous similar work for the City, it is recommended that you utilize this experience. If your firm has not completed prior projects with City you will not be penalized.

SOQ Due Date and Time: June 24, 2020 5:00 P.M. Arizona Time  
PROJECT NAME & VALUE: San Patricio Avenue SW Sanitary Sewer MH Rehab \$79,888 (Design)  
PROJECT ROLE SUBMITTING FOR: (select one)  PROFESSIONAL  CM@R  DB

NAME OF COMPANY TO BE EVALUATED: Garver, LLC  
NAME OF AGENCY OR FIRM SUBMITTING EVALUATION: ABCWUA  
NAME/PHONE NUMBER OF PERSON SUBMITTING EVALUATION: Tom Matthews: 505-289-3241  
DATE PROJECT WAS SUBSTANTIALLY COMPLETED: Project Design Completed 2/4/2020

QUESTIONS:

- 1. Has the above referenced project reached substantial completion? (select one)  Yes  No
- 2. What project delivery method was utilized? (select one)  Design-Bid-Build  CM@R  DB

What type of services did this firm provide on the project referenced? \_\_\_\_\_  
Sanitary Sewer Manhole Inspection and Assessment, Design of Manhole Rehabilitation  
During Construction, Construction Administration and Part-time Inspection Services

- 3. On a scale of 1 to 10 (1 being lowest, 10 highest), rate this company’s performance on the following:
  - a. How would you rate work performed by this firm on your project? 9
  - b. Was the project completed on time? 9
  - c. Was the project completed within budget? 9
  - d. What was the quality of the work performed? 9
  - e. Was staff proactive in solving problems that may have occurred on your project? 9
  - f. What was the extent of staff turnover? (10 = low turnover, 1 = high turnover) 10
  - g. Would you be willing to contract with this firm again? (10 = Yes, 1 = No) 10

4. If it’s over budget, please explain: \_\_\_\_\_

5. Any additional comments. Garver is experienced with sanitary sewer rehabilitation projects and the Garver team performed well in providing expertise and construction management support.

**Please email to (JLIN@avondaleaz.gov) by the date and time shown above.**

SECTION C - PPVF

**PAST PERFORMANCE VERIFICATION FORM (PPVF)**

Directions: Request Public/Private Agencies, for which you have **substantially completed** (Professional Services, CM@R or Design-Build projects) **similar work**, to fill out a copy of the PPVF for three (3) similar projects. Provide this form to the Owner or Owner's representative **directly responsible** for oversight of the project to complete and submit to the City via mail or fax prior to the date and time listed below. If the form is received after the date and time specified it will not be accepted. If your firm has completed previous similar work for the City, it is recommended that you utilize this experience. If your firm has not completed prior projects with City you will not be penalized.

SOQ Due Date and Time: June 24, 2020 5:00 P.M. Arizona Time  
PROJECT NAME & VALUE: Wildcat Hill Primary Effluent Pump Station Improvements, \$90,936 (fee)  
PROJECT ROLE SUBMITTING FOR: (select one)  PROFESSIONAL  CM@R  DB

NAME OF COMPANY TO BE EVALUATED: Garver, LLC  
NAME OF AGENCY OR FIRM SUBMITTING EVALUATION: City of Flagstaff, AZ  
NAME/PHONE NUMBER OF PERSON SUBMITTING EVALUATION: Jim Huchel, (928) 213-2426  
DATE PROJECT WAS SUBSTANTIALLY COMPLETED: Study Phase: April 30, 2018

QUESTIONS:

- 1. Has the above referenced project reached substantial completion? (select one)  Yes  No Study Phase
- 2. What project delivery method was utilized? (select one)  Design-Bid-Build  CM@R  DB

What type of services did this firm provide on the project referenced? O&D of our Primary Eff Pump Station  
Garver evaluated alternatives to improve the reliability and operational flexibility of the Wildcat Hill WRP's Primary Effluent Pump Station (PEPS). The final deliverable was a technical memorandum that established the basis of design and requirements necessary to complete improvements, including structural and building mechanical modifications. Garver began the design phase of the project in March 2020.

- 3. On a scale of 1 to 10 (1 being lowest, 10 highest), rate this company's performance on the following:
  - a. How would you rate work performed by this firm on your project? 10
  - b. Was the project completed on time? 10
  - c. Was the project completed within budget? 10
  - d. What was the quality of the work performed? 10
  - e. Was staff proactive in solving problems that may have occurred on your project? 10
  - f. What was the extent of staff turnover? (10 = low turnover, 1 = high turnover) 10
  - g. Would you be willing to contract with this firm again? (10 = Yes, 1 = No) 10

4. If it's over budget, please explain: \_\_\_\_\_

5. Any additional comments. \_\_\_\_\_

Please email to (JLIN@avondalez.gov) by the date and time shown above.

SECTION C - PPVF

**PAST PERFORMANCE VERIFICATION FORM (PPVF)**

Directions: Request Public/Private Agencies, for which you have **substantially completed** (Professional Services, CM@R or Design-Build projects) **similar work**, to fill out a copy of the PPVF for three (3) similar projects. Provide this form to the Owner or Owner’s representative **directly responsible** for oversight of the project to complete and submit to the City via mail or fax prior to the date and time listed below. If the form is received after the date and time specified it will not be accepted. If your firm has completed previous similar work for the City, it is recommended that you utilize this experience. If your firm has not completed prior projects with City you will not be penalized.

SOQ Due Date and Time: June 24, 2020 5:00 P.M. Arizona Time  
PROJECT NAME & VALUE: EPCOR Verrado WRF Solids Improvements Study, \$24,214 (fee)  
PROJECT ROLE SUBMITTING FOR: (select one)  **PROFESSIONAL**     **CM@R**     **DB**

NAME OF COMPANY TO BE EVALUATED: Garver, LLC  
NAME OF AGENCY OR FIRM SUBMITTING EVALUATION: EPCOR Utilities  
NAME/PHONE NUMBER OF PERSON SUBMITTING EVALUATION: Christina Shane, (623) 210-1704  
DATE PROJECT WAS SUBSTANTIALLY COMPLETED: 06/28/2019

QUESTIONS:

- 1. Has the above referenced project reached substantial completion? (select one)     **Yes**     **No**
- 2. What project delivery method was utilized? (select one)     **Design-Bid-Build**     **CM@R**     **DB**

What type of services did this firm provide on the project referenced? Garver evaluated the Verrado Water Reclamation Facility’s solids thickening and dewatering system and provided a technical memorandum identifying the limits of this existing system, documenting the current solids flow and loadings and determining design solids loading for interim expansion and buildout conditions.

- 3. On a scale of 1 to 10 (1 being lowest, 10 highest), rate this company’s performance on the following:
  - a. How would you rate work performed by this firm on your project?    10
  - b. Was the project completed on time?    10
  - c. Was the project completed within budget?    10
  - d. What was the quality of the work performed?    10
  - e. Was staff proactive in solving problems that may have occurred on your project?    10
  - f. What was the extent of staff turnover? (10 = low turnover, 1 = high turnover)    10
  - g. Would you be willing to contract with this firm again? (10 = Yes, 1 = No)    10

4. If it’s over budget, please explain: \_\_\_\_\_  
\_\_\_\_\_

5. Any additional comments. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please email to (JLIN@avondaleaz.gov) by the date and time shown above.**



**TAB B**

**EXPERIENCE AND  
QUALIFICATIONS**



## Tab B / Experience & Qualifications

### About Our As-Needed Services Team

*Responsiveness in an as-needed team is important, but equally important is your consultant's commitment to high-quality engineering. The Garver team takes pride in our ability to quickly understand a task order's goals and put together the tailored approach and expertise needed to deliver technically sound, cost-conscious solutions.*

*The last few months of "working remotely" due to the Covid-19 virus has honed Garver's ability to assemble technical expertise and design services from across the country and put them to use on projects far from our staff's physical location. The long-term benefit for our clients is that our updated tools and procedures allow us to bring every service necessary to you quickly, efficiently, and cost-effectively. Whether it's hydraulic modeling, construction support, value engineering, or straight design, Garver is better equipped than ever to take an entire project from start to finish—giving you confidence in a quality project and team consistency.*

*The project examples on the following pages showcase our extensive experience in providing wastewater engineering services for clients like Avondale. While not every one of these projects is in the Valley, they all demonstrate Garver's ability to work through a project efficiently, deliver high-quality work products, and **being there when you need us.***

### Wastewater Services Tailored to Your Needs

We depend on the untold miles of pipelines buried beneath our feet everyday to move wastewater to treatment facilities for conversion to beneficial use. It's easy for customers to take that system for granted, and we want to help keep it that way. **Here are some of the ways we can do that:**

- ▶ **Wastewater Treatment.** Garver's experience includes planning, design, and construction observation for new facilities, as well as facility expansion and rehabilitation. We've designed facilities with features such as screening, aerated or vortex grit removal, activated sludge processes, recirculating sand filters, solids handling, including thickening, dewatering, digestion, and biological or chemical odor control. Quality control elements these designs have targeted include nitrification, chemical and biological nutrient removal, irrigation, pathogen removal, and enhanced dissolved oxygen. We can also help with discharge permitting, including sampling, monitoring, modeling, waste load allocations, total maximum daily load modeling, APP and AZPDES permitting.
- ▶ **Collection System Assessment and Design.** Garver has an extensive portfolio of condition assessment projects, including gravity and forcemain pipelines, and manholes. Our local experts are familiar with challenges that occur in hot weather sewer systems with increased hydrogen sulfide generation, causing increased system corrosion.
- ▶ **Wastewater Treatment.** This experience in the west Valley allows us to understand construction challenges, which may include difficult soil conditions, maintenance of traffic, and facility access issues.
- ▶ **Hydraulic Modeling.** Understanding how your system is behaving (or misbehaving) is key in developing targeted infrastructure improvement projects. We can help develop them so you can run and update them as your system changes.
- ▶ **Lift Station Optimization.** Pumps wear out, but for different reasons at different rates and with different effects. Our experts can identify problem areas and find low-impact solutions to bring your pumping system back to where it needs to be. We can also help you optimize operations through energy management, partially subsidized through APS rebates.
- ▶ **Wastewater System Asset Management.** Once you have your system optimized, you want to have a plan to keep it that way. Garver's asset management experts can help with everything from rehab and replacement programs to funding strategies for the future.

The City of Avondale's wastewater system is vulnerable to these and other issues, but we have worked hard over the past couple of years to better understand your system, your needs, and your long-term objectives. **We're ready to put that research and expertise to work for you.**



**Wildcat Hill WRP PEPS Improvements ■ Flagstaff, AZ**

**Client:**  
City of Flagstaff, AZ  
**Project Duration:**  
03/2020 - 09/2020

**Client Contact:**  
Jim Huchel  
Wastewater Treatment  
Manager  
928-526-2520

**Key Features:**

- Alternatives evaluation
- Pump station optimization

The City of Flagstaff's Wildcat Hill Water Reclamation Plant has a capacity of 6 MGD and experiences wet weather peaks capable of reaching 20 MGD. Because of the mountainous topography, primary effluent must be pumped through a primary effluent pump station (PEPS) to the integrated fixed-film active sludge (IFAS) process. The current pumps are oversized and operations staff have difficulty adjusting the pumps to work efficiently in variable flow conditions.

In 2018, Garver prepared a technical memorandum that evaluated alternatives to improve the reliability and operational flexibility of the PEPS. Of the alternatives analyzed, the City opted to construct an entirely new submersible pump station with smaller pumps for increased operational flexibility.

Garver is currently designing the new pump station with careful consideration being given to SCADA integration and maintenance of plant operations.



**City of Phoenix Lift Station 66 Refurbishment ■ Phoenix, AZ**

**Client:**  
City of Phoenix  
**Project Duration:**  
01/2020 - 09/2020

**Contact:**  
Cristina Nieves  
Civil Engineer  
602-262-6011

**Key Features:**

- Lift station improvements
- Hydraulic modeling
- Electrical and SCADA improvements

Lift Station 66 has reached the end of its useful life and the City of Phoenix teamed with Garver to refurbish the facility. Refurbishment includes replacement of existing mechanical equipment and piping, pump disconnect switches, and recoating of chemical containment areas. All existing pumps are being replaced with new, correctly sized pumps based on hydraulic modeling.

This will help the lift station preform at its best. Additional upgrades include new pole lighting with LEDs, a biological system for odor control, and replacement of pneumatic valves with electrically actuated valves. To successfully accomplish this task, Garver is developing bypass pumping specifications that will include requirements for temporary power, control, and SCADA.



**Town of Gilbert Sewer Outfall Structure ■ Gilbert, AZ**

**Client:**  
Town of Gilbert, AZ  
**Project Duration:**  
10/2019 - 08/2020

**Client Contact:**  
Sarah Rogowski  
Senior Project Manager  
480-503-6817

**Key Features:**

- Collection system improvements
- Odor control
- HDD

Garver provided a technical memorandum documenting the sewer odor issue on the south side of Ray and Gilbert Roads and is finalizing design documents to address the solution. An 8-inch forcemain discharges into a manhole such that the discharge causes debris settlement, resulting in odor complaints and maintenance issues. The location of the discharge manhole is such that maintenance

requires shutdown of both southbound Gilbert Road and eastbound Ray Road.

The agreed upon solution is to install a dual 8-inch forcemain across Ray Road using HDD to a new manhole on the north side of the intersection, relocating the discharge and directing it down the pipe. Extensive potholing of utilities was completed to maintain necessary clearances.



### Liberty Utilities Gold Canyon and EDO Master Plans ■ Pinal County, AZ

**Client:**  
Liberty Utilities

**Project Duration:**  
02/220 - 06/2020

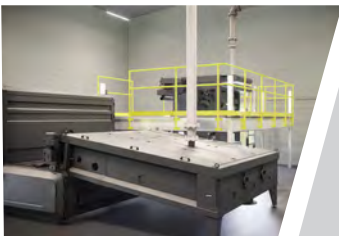
**Contact:**  
Loren Stone  
Project Engineer  
623-935-9367

**Key Features:**

- Master planning
- Hydraulic modeling
- Regulatory agency coordination

Garver assisted Liberty Utilities with development of new master plans for the Gold Canyon and Entrada Del Oro (EDO) subdivisions. Garver completed an analysis of the current wastewater systems, which included validating the existing available capacity in the systems to serve future growth. Our team prepared a new wastewater hydraulic model for each

system to simulate their performance and capabilities and conduct future capacity assurance checks. Garver worked with the Owner to prepare a capital improvement program that considers upgrades and repairs needed to provide a safe, reliable service and infrastructure required to add new wastewater connections for future development.



### EPCOR Verrado WRF Solids Improvements ■ Buckeye, AZ

**Client:**  
EPCOR Utilities

**Project Duration:**  
04/2019 - 06/2019

**Contact:**  
Christina Shane  
Project Manager  
623-445-2406

**Key Features:**

- WWTP evaluation
- Solids handling improvements

Garver evaluated the Verrado WRF solids thickening and dewatering system to identify whether the solids train could handle the higher flow and loads resulting from the liquid train expansion. Solids from the activated sludge process that aren't recycled are wasted to an aerated sludge holding tank prior to being dewatered through a belt filter press (BFP) and disposed of in a landfill. Garver's technical memorandum evaluated the limits of the existing system, documenting current solids flow and loadings to determine design solids loading for interim expansion and buildout conditions.

Garver determined that the existing solids handling system was undersized for interim expansion of the liquid train, and recommended replacing the existing BFP unit with a combination gravity belt thickener and BFP unit, with a lead and lag unit. The throughput flexibility and higher cake solids percentages associated with the BFP gave it an efficiency advantage while allowing the facility to maintain current operating shifts.



### Central and East Basin Sanitary Sewer Improvements ■ San Antonio, TX

**Client:**  
San Antonio Water System

**Project Duration:**  
01/2019 - 08/2018  
(Central Basin); 10/2019  
- Ongoing (East Basin)

**Contact:**  
Carmen Groth  
Project Engineer  
210-233-3401

**Key Features:**

- Sewer & Manhole Inspection
- Condition Assessment, and Rehabilitation/Replacement

Garver performed condition assessments and recommended rehabilitation/repair for 29 sewer segments in the Central Basin and 59 sewer segments in the East Basin of the San Antonio Water System. As Design Manager, John Malone led the evaluation of the pipeline segments and identified improvements at each location. Improvements included CIPP rehabilitation, pipe bursting and

replacement for VCP and concrete sewer lines from 6-inch to 24-inch in diameter. Sewer system improvements, traffic control, and maintenance of flow plans were included. **Our innovative approach saved SAWS more than \$3 million on the Central Basin improvements over the initial project estimate.** Garver also provided post-design services.



**DWU SWWTP Grit Improvements ■ Dallas, TX**

**Client:**  
Dallas Water Utilities  
**Project Duration:**  
06/2014 - 09/2019

**Client Contact:**  
Regina Stencil  
Wastewater Facilities  
Program Manager  
214-948-4516

- Key Features:**
- Condition Assessment
  - WWTP Improvements
  - Rehabilitation of existing assets

Garver performed a condition assessment and designed process improvements of the plant's grit facilities. Phase I and II built in 1975 and 1979 respectively, have three aerated grit chambers that are driven by a blower facility. The Phase III Grit Building, constructed in 1988, utilizes forced vortex grit removal chambers for grit removal.

Garver evaluated existing grit removal infrastructure at the plant and recommend improvements to replace equipment that has exceeded its service life and take advantage of newer, more efficient technologies that are now available. One of the major goals of this project was to improve the existing grit facilities, in lieu of replacing entirely, to accomplish grit removal objectives.



**Terrell Kings Creek Expansion ■ Terrell, TX**

**Client:**  
City of Terrell, TX  
**Project Duration:**  
01/2016 - 11/2017

**Contact:**  
Michael Mikeska  
Asst. City Engineer  
972-551-667

- Key Features:**
- Alternatives evaluation
  - WWTP expansion

Garver evaluated four alternatives to address the scope of refurbishment, replacement, and additional treatment capacity. The alternatives were conceived for their ability to reliably meet the present treatment requirements for the permitted flow of 4.5 MGD and to address the requirements for the 20-year planning period. This includes the ability to meet existing effluent permit requirements for BOD, TSS, and ammonia removal.

The recommended alternative was to optimize the existing facility and construct an activated sludge treatment train that will operate in parallel with the existing 2-stage trickling filter treatment.

This alternative achieves additional biological treatment capacity through the trickling filter system by enhancing primary treatment effectiveness thus providing for more flow to be directed to the trickling filters.



**ABCWUA San Patricio Manhole Rehabilitation ■ Albuquerque, NM**

**Client:**  
ABCWUA  
**Project Duration:**  
10/2019 - 07/2020

**Client Contact:**  
Tom Matthews  
Principal Engineer  
505-842-9287

- Key Features:**
- Condition assessment
  - Design
  - Rehabilitation recommendations
  - CA&I

Garver provided design plans and specifications to the Albuquerque Bernalillo County Water Utility Authority (ABCWUA) to rehabilitate sanitary sewer manholes using multiple options for manhole inserts on an existing sewer line. This project included 48-inch through 96-inch diameter manholes. The project included a site condition evaluation of the manholes and preparation of detailed plans and specifications for the manhole rehabilitation. Rehabilitation options included prefabricated fiberglass and polymer concrete inserts.

Specifications and details were prepared for the reconstruction of the bench and invert areas, as well as the interface between materials. This project included dewatering necessary for the manhole replacement/installation.

Garver is also providing bidding, post-design, and construction administration and inspection services for the project.



**TAB C**

**KEY POSITIONS**



Tab C / Key Positions

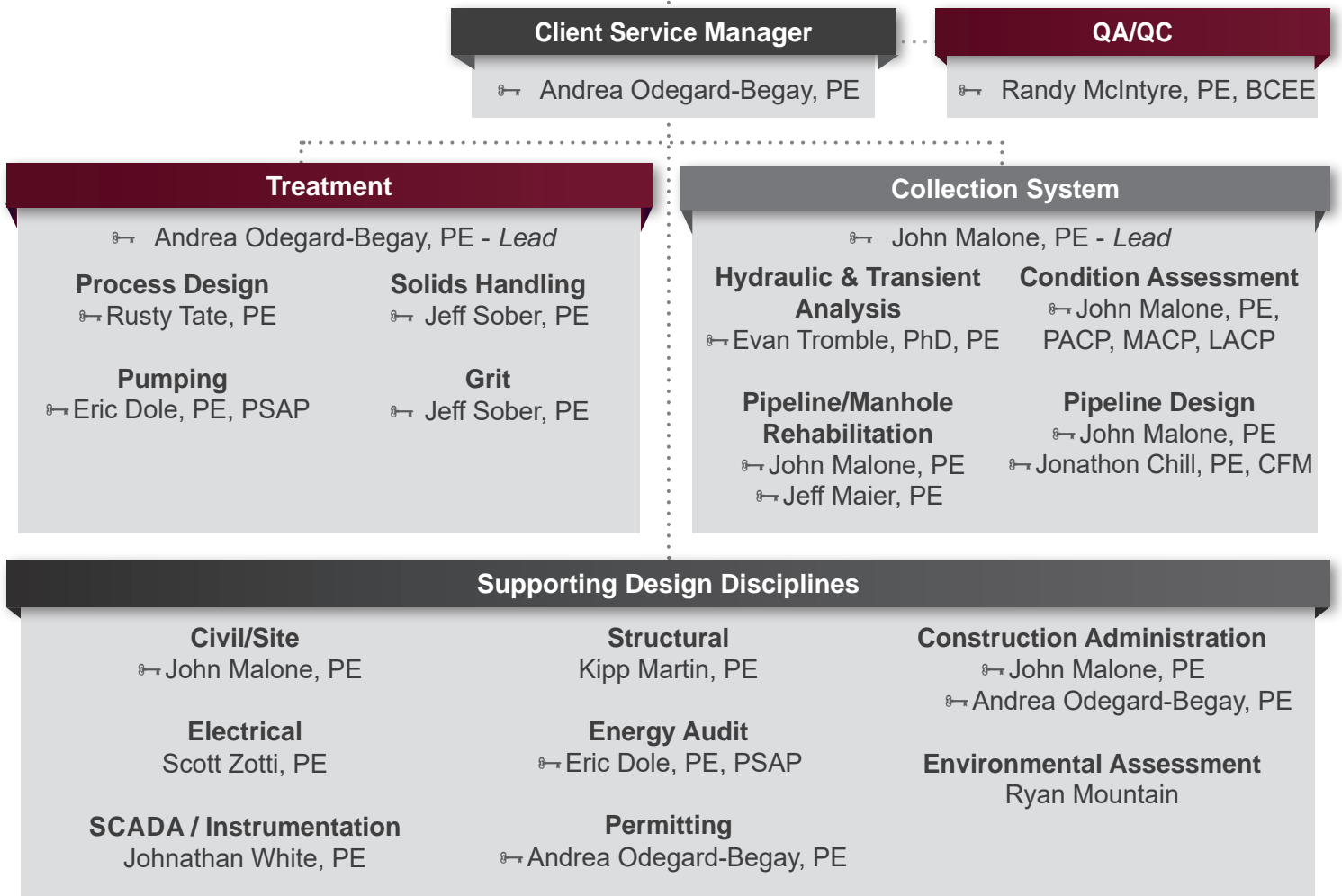
Meet the Garver team

As part of our strategic, organic growth model, Garver opened an office in Arizona led by Water Team Lead, Andrea Odegard-Begay, PE. Andrea brings more than 20 years of industry experience and a passion to serve utilities in Arizona. **Our local knowledge combined with trusted staff relationships will provide the right solutions to YOUR specific wastewater system needs.** The team below has a unique blend of talent with proven expertise in successfully completing an array of wastewater treatment and collection system projects. By working together on previous projects, our team members have developed solid relationships that will benefit the delivery schedule, as well as the quality of the results.

Garver’s Arizona team is proud of our communities and are honored to contribute to their future growth through assistance with wastewater system improvements. We don’t just work in Arizona, we live here and will prioritize the City’s projects and promptly respond to any questions or concerns that occur along the way.

Key personnel are denoted by (↔). Resumes for these staff members are provided the Appendix.

Avondale



## Our team is local and readily available to accommodate any unforeseen issues

Our local staff have decades of experience delivering successful infrastructure projects across Arizona, and have immediate availability to provide those services to you. Based on present workload, growth projections, and depth of technical resources, Garver has the staff availability to accomplish work for the City of Avondale in the required time frame, or under an accelerated time frame. Our regional, in-house coordination will save valuable time and funding while producing quality work. The Garver team's systematic management approach to professional services offers the City assurance of on-time delivery, including services performed on an aggressive schedule, without compromising quality.

### **Andrea Odegard-Begay, PE** ■ *Client Service Manager, Wastewater Treatment Lead*

Andrea Odegard-Begay is a senior project manager at Garver and the Arizona Water Team Leader with more than 20 years of experience. She will work closely with the City to develop a plan for how Garver can efficiently work within your organization structure, developing innovative solutions for complex projects.

Andrea's love of problem-solving has enabled in her an ability to view different perspectives and find leading-edge alternatives to meet each client's unique needs. She approaches projects with long-term sustainability in mind and what sustainability means to different communities throughout the country. She always aims to gain an understanding of each project's specific nuances and create a customized approach to meet client needs. Andrea will keep City staff engaged throughout each project, allowing collaborative input to maintain project vision and goals.

### **John Malone, PE, PACP, MACP, LACP** ■ *Senior Project Manager, Collection System Lead*

As the West Region Water Infrastructure Lead located in our Tempe office, John brings more than 31 years of experience including 25 years in the Valley. His condition assessment experience includes lift stations, including capacity evaluation, manholes, force mains, and more than 2.5 million feet of sewer pipe ranging from 6-inch to 66-inch diameter including vitrified clay, PVC, cast iron, and both reinforced and no-reinforced concrete pipe. His rehabilitation design and CA&I experience includes more than 350,000 feet of 8-inch to 60-inch sanitary sewers and associated manholes. His design experience includes lift stations, forcemains, and sewers ranging from 8-inch to 48-inch using both conventional and trenchless installation methods.

John's City of Avondale experience includes serving as Design Manager and Engineer for the Dysart Road 12-inch Waterline Project (previous experience) from Western Avenue to Van Buren Street.

### **Randy McIntyre, PE** ■ *QA/QC*

Randy's ability to see projects from multiple perspectives comes from his well-rounded experience. He has held positions with varying responsibilities on a wide range of projects including wastewater treatment, collection systems, lift stations, master planning, construction management, and surveying. Randy understands how every system and operation work together, so when issues arise, he can identify the source and develop designs that effectively improve the whole system.

He approaches each project by keeping communication open, bringing the team and client together to collaborate on an effective project solution. Additionally, Randy has worked within municipal organizations, and he brings this perspective to each project, understanding the needs and expectations of clients. All his combined experience instills an ability to look at projects from all angles and bring experts together to develop dialogue, finding resolutions to even the most complex of problems.



**TAB D**

**PROJECT APPROACH**

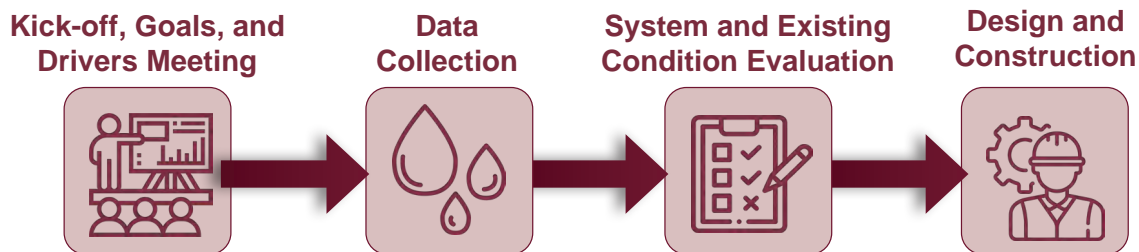


## Tab D / Project Approach

### Project Approach

The philosophy behind as-needed contracts is generally pretty simple: We (*the client*) don't have time to do this, so we need someone we trust to do it for us. That "time" factor is key—a consultant is not helping if they need to pull you and your staff into endless meetings and suck up your time with project minutiae.

The Garver approach to as-needed task orders is a little bit different. We value and respect your time, so we organize our team and task order execution process so we can let you get on with more important things. Over the years we've simplified this process into four basic steps, as shown in the diagram below.



This four-step process works well with task order contracts like this one, as we respond quickly, concentrate on what is most important about the project and focus our efforts on getting your project done efficiently and cost-effectively. The next few paragraphs explain our four-step process in a bit more detail, but can be summed up in one phrase: **We're there when you need us.**



#### Kick-off, Goals, and Drivers Meeting

This is one area where we absolutely need your input. But once we clearly understand your project goals and expectations, we can pretty much take it from there. It's worth spending a little more time at this stage to truly understand the project so that we can minimize your involvement at the later stages. Naturally we'll keep you informed of the project's progress and alert you to potential obstacles and challenges, but for the most part, once we have your project objectives and drivers locked down, we can get going.

To make sure we get the project kicked off right, we will cover a variety of items in the kick-off meeting, as applicable to the project, including, but not limited to:

- Contact individuals and lines of communication (both Garver and City)
- Project schedule and budget
- CAD standards
- As-built plans and improvements not reflected on the plans
- Data previously collected by City
- Historic maintenance requirements

- Right-of-way information
- SSO and blockage information
- Sewer flow information
- Sewage chemistry information

At this meeting we will include only the Garver staff members who are directly applicable to the management and execution of the project. We don't fill meetings with unnecessary folks—we can manage our resources and bring in technical experts when (and if) we need them.



#### Data Collection

We know you aren't paying for a big research project, so we keep our data collection efforts to the minimum required to execute the task order. This may include site visits, equipment inspections, or, in the case of pipeline projects, review of as-built drawings and maintenance and existing CCTV records. If necessary, we can assist with advanced inspection of the pressure pipeline. Lift stations may require flow tests to identify current system flows compared to the pump curves at construction as well as your performance expectations and needs.

Should we need to pull in specialty subconsultants, we have solid working relationships with local contractors, surveyors, geotechnical firms, utility locators, and specialty inspection firms. We prefer using subconsultants you know and trust, which is something we will discuss at the kickoff meeting.



### System and Existing Condition Evaluation

Here's where we truly excel—identifying the right technical solution for your project. Whether its hydraulic modeling to determine pipe size, matching pipeline condition with rehabilitation method, bringing a lift station back to full optimization, or evaluating options to rehabilitate treatment processes, our team's extensive experience and expertise will result in a technically sound, cost-conscious solution.

In the case of linear infrastructure, John Malone, the West Region Infrastructure Lead, brings decades of local design and construction administration experience on pipeline and lift station projects.



CCTV is the general method of inspecting sanitary sewers, and John brings more than 3.5 million feet of assessment experience. But sometimes you need more information. This is where Sonar or Laser inspection may be utilized. Our team has experience using these for evaluation of larger pipes, siphons and to determine debris settlement in pipes. For manholes, we have used both technology and personal wall inspection to determine the condition and the best method of rehabilitation. For pressure pipe assessment, John has given papers on this subject at the local AZ Water Conference and at the national No-Dig Trenchless Show.



### Design and Construction

Generally, consultants like to pile on the design submittal packages—30 percent, 60 percent, 90 percent, 100 percent, and whatever other percentages the client may go for. That may well make sense for a large, complex design effort, but for your projects we anticipate being able to streamline the design process. Again, this is something we will discuss at our kick-off meeting, but it's likely that something like 50 percent, 90 percent, and bid-ready documents will work well for your task orders. This saves money, to be sure, but also helps cut down on your staff's review time, which fits into our overall goal of minimizing your staff's time commitment and freeing them up to concentrate on other things.

## CASE STUDY:

### *Colleyville Wastewater Master Plan*

*Garver evaluated the City's collection system including 1,134 manholes in sewer lines 8 inches in diameter and larger. A subcontractor conducted condition assessments at each manhole. Our Team logged data regarding the invert elevation and size of each line entering or leaving the manholes and the rim elevation of each manhole. All information was inserted into the City's GIS system. The subcontractor also performed rainfall and flow monitoring to evaluate infiltration and inflow (I&I); Garver then used the I&I data to develop a wastewater model in SewerGEMS.*



Garver uses 3D design to improve coordination of project disciplines, reduce construction change orders, and improve team communication. 3D design also makes your staff review process simpler and faster.



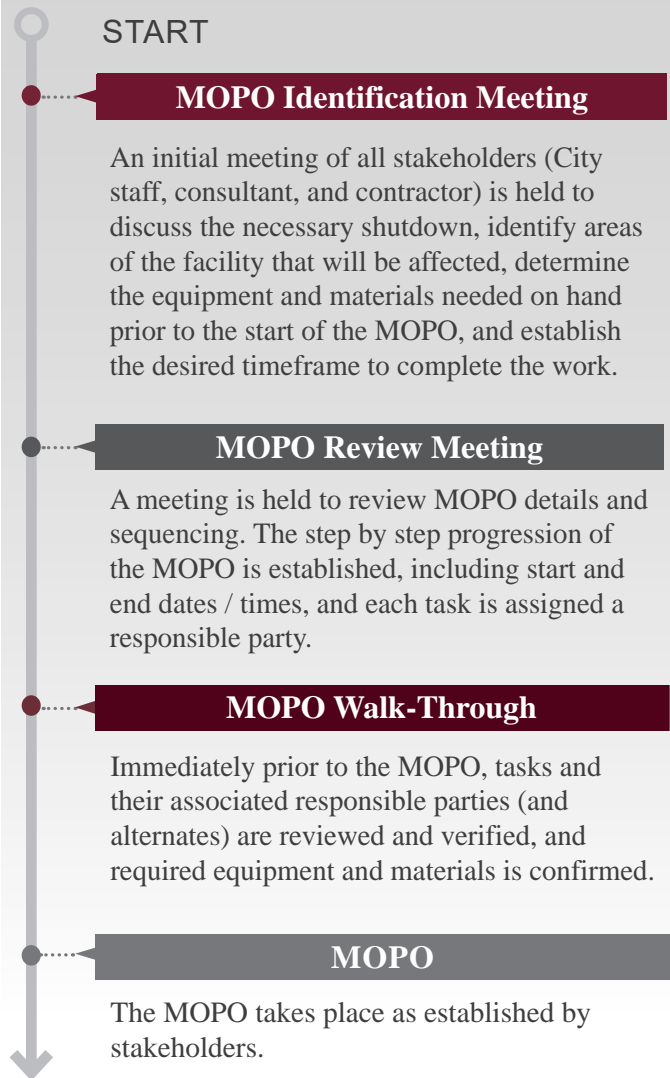
***EPCOR Verrado WRF Solids Improvements Study***

*Garver recently used 3D design to show inclusion of existing assets and proposed improvements to demonstrate potential configurations to achieve system redundancy.*

In the case of facilities design work, Garver has licensed operators on staff who understand how important it is that facilities are operator-friendly. We describe their role as, “bridging the gap between design intent and operational reality.” What that means is we include your O&M staff in the design process to make sure that what we design is optimal not just for reliability, but for operations efficiency as well. If desired, Garver’s licensed operators can also assist with Maintenance of Plant Operations (MOPOs) and startup and commissioning.

Finally, when looking at construction phasing, we will include your staff to make sure that construction efforts involve a minimum of disruption and down time. We understand the importance of meeting permit limits and will be your advocate to make sure that construction efforts keep your system operable and reliable.

**FIGURE 1 • MOPO TIMELINE**



**Bid Package Management**

Garver regularly provides bidding and award assistance in accordance with state bid law requirements, including writing and circulating advertisements, attending pre-bid meetings and bid openings, and providing analysis of the bids and award recommendation.

A bid tabulation is performed on all bids received to detect errors on bids and to make an effective recommendation to the owner on award of the construction contract. Contractors that are known to be overly committed may be reviewed for the capability to perform. Subcontractors may need to be evaluated on the same basis.

## Estimating and Cost Control

### Overhead Management and Cost Control of the Design Process

Garver has a reputation for attention to performance schedules and budgets due to realistic scheduling and an ability to foresee and mitigate obstacles during design and construction. We believe that establishing clear lines of communication early in the planning process and monitoring detailed work plans are the best ways to make sure deadlines and budgets are met. We hold regular design team meetings to make sure projects are on track. During these internal meetings, we will assess the project budget, compare project time to percent complete, discuss project issues, and review resource allocation.

### Estimating and Cost Control of the Construction Cost

Our estimators track market fluctuations on a national and local basis, and we keep tabs on local construction costs (including labor and material availability) through our network of industry contracting firms.



With this information, Garver develops detailed cost estimates at each design deliverable milestone. In conjunction with our QA/QC team, we complete a rigorous cost estimate analysis to make sure we have covered everything and avoid surprises to the client. Our in-house construction observers/administrators also review the cost estimates from the construction perspective to enhance accuracy and constructability during the review process.

This effort will help Avondale identify any cost estimate discrepancies while collectively discovering opportunities for providing the most cost-effective design solution to meet the City's project goals.

Garver also regularly develops our bid documents with options for additional elements that may be added to the construction contract if favorable bids are received, which helps moderate construction costs and gives our clients flexibility in contracting their projects, making sure their project needs are met while also offering ready-to-advertise designs on additional "wish list" items. During construction, we use an "S-curve" tool to compare and track monthly invoices and daily inspection reports to anticipated progress and overall budget. We regularly review progress with the City and contractor and immediately implement a recovery schedule if we find a critical path item is delayed.

## Final Thoughts

Task order contracts like this are an excellent way for a public agency to not only get urgently needed projects completed and built, but to evaluate the way a consultant pays attention to details, works with the agency's staff, and delivers on their promises. A lot of Garver's long-term working relationships have begun this way — a client trusts us with a small effort, sees how we execute, trusts us with a larger effort, and so on.

**This is how we've built a business 100-years strong, and we look forward to the opportunity to show the City of Avondale what a century of dedication to client service and success looks like.**



**TAB E**

**APPENDIX: RESUMES**



## Andrea Odegard-Begay, PE

Client Service Manager / Treatment Lead



Andrea brings 20 years of experience in studying and designing water and wastewater systems, including pilot testing studies, hydraulic analyses, wastewater process treatment, and solids handling. In addition to design and management expertise, Andrea has provided services during construction and public outreach to engage all stakeholders so that each project meets City and community expectations.

### Relevant Experience

#### Education

MS, Environmental Engineering  
BS, Civil Engineering

#### Registrations

Professional Engineer  
AZ, 42632

#### Years with Garver

7

#### Total years of experience

20

#### Affiliations

American Water Works Association  
AZ Water Association  
WaterReuse Association  
Society of Hispanic Professional Engineers  
Water Environment Federation

#### Wildcat Hill PEPS Evaluation ■

*Flagstaff, AZ*

Project manager responsible for providing a technical memorandum that established the basis of design and requirements necessary to complete improvements to the primary effluent pump station to increase reliability and operational flexibility.

#### EOCOR Verrado WRF Solids

**Improvements Study ■** *Buckeye, AZ*

Project manager responsible for a technical memorandum evaluating the limits of the existing system at the Verrado Water Reclamation Facility (WRF). After determining that the existing solids handling system was undersized for interim expansion of the liquid train, recommendations were made to replace the existing belt filter press unit with a combination gravity belt thickener and belt filter press unit, with a lead and lag unit.

#### TRA Central Regional WWTP 2015

**Master Plan ■** *Dallas, TX*

Project engineer for this project that included master planning and modeling of TRA's 162 MGD CRWS Plant. During the master plan process, the Garver Team evaluated process changes to meet the needs of the future.

#### Grace Creek WWTP Solids

**Improvements Project ■** *Longview, TX*

Project engineer for this solids improvements project. In light of the many improvements needed for this project, Garver created a priority list for improvements based on condition and found innovative solutions to use existing building mechanical equipment, saving the City millions of dollars. Designed sludge thickening and co-digestion improvements including the addition of mechanical thickeners, construction of a grease delivery station, and conversion of a primary digester to a secondary digester.

#### Norman WRF Phase 2 Upgrade and Expansion ■

*Norman, OK*

Provided review of the final process design for the expansion and rehabilitation of Norman's Water Reclamation Facility from 12 MGD to 17 MGD. Improvements included headworks modification, primary clarification rehab, increased aeration capacity with improved efficiency, secondary clarification, VFD controlled RAS/WAS pumping, UV disinfection, post aeration, new outfall, odor control, solids thickening, anaerobic digestion, and back-up power supply.

**Jeff Sober, PE**  
 Solids Handling and Grit Removal



Jeff has spent 19 years working on water and wastewater master plans, process designs, condition assessments, solids digestion/handling, and plant operations. His experience includes projects ranging in size from 0.2 MGD up to 405 MGD. Jeff approaches projects by identifying innovative, time-saving solutions to reduce project costs, successfully reducing scope and cost on over a dozen improvement projects. Having held a role as WWTP operator, Jeff has a thorough understanding of operator needs and challenges.

**Relevant Experience**

**Education**

MS, Civil Engineering  
 BS, Civil Engineering

**Registrations**

Professional Engineer  
 AZ, 69993

**Years with Garver**

8

**Total years of experience**

19

**Affiliations**

American Water Works Association  
 Water Environment Federation  
 WateReuse Association

**City of Avondale Wastewater Treatment Facility Expansion\* ■**  
*Avondale, AZ*

Design engineer responsible for design of a headworks system with fine screening, grit removal, and odor control for an ultimate capacity of 30 MGD.

**Avondale Pump Station\* ■**  
*Avondale, AZ*

Design engineer for a headworks facility including influent pump station with submersible and dry pit/wet pit centrifugal pumps for a peak flow capacity of 120 MGD.

**TRA Central Regional Wastewater 2015 Master Plan ■** *Dallas, TX*

Project manager and process engineer for master planning and modeling of the 162 MGD permitted plant. Jeff led an analysis and alternative development to provide solutions to the entire facility, including collection system modeling,

pumping, flood management, primary clarification, secondary treatment upgrades, nutrient removal, sidestream treatment, filtration capacity, peak flow storage and management, screening, WAS and PS pumping, safety, security, disinfection, and administrative planning. He researched, developed, and established planning design criteria with the stakeholder group.

**Frisco Stewart Creek North Interceptor ■** *Frisco, TX*

Principal-in-charge responsible for leading the conceptual and final design of 8,300 LF of new 42- to 48-inch replacement FRP interceptor and polymer concrete structures for Phase 1 of this main replacement project. Phase 2 consisted of over 10,000 LF of 30- to 48-inch FRP interceptor.

*“Jeff is a valuable asset to any Program Management leadership team. His work has resulted in numerous successful projects and vested interest and integrity has been instrumental in establishing long-term work relationships. He is a team player, easy to work with, offers innovative solutions, and has comprehensive knowledge of wastewater systems.”*

Jesse J. White III, Senior Program Manager  
 Dallas Water Utilities

\* Indicates project completed under previous association

## Rusty Tate, PE

### Wastewater Process Design



Rusty has spent 13 years modeling processes to improve their safety and efficiency. He has worked on over 25 wastewater treatment projects from conceptual design to construction administration. Rusty utilizes models to look at different potential process arrangements to gauge the best results, while guiding designs to make plans more efficient and easier to implement, which can increase capacity and performance. Having worked as an operator, Rusty has a unique understanding of the needs and concerns of operations and maintenance staff.



#### Education

MS, Environmental Engineering  
BS, Biological Engineering

#### Registrations

Professional Engineer AR, 15423  
Class II Wastewater Treatment Operator, AR, 010414

#### Years with Garver

10

#### Total years of experience

13

#### Affiliations

WaterReuse Association  
American Water Works Association  
Water Environment Federation



### Relevant Experience

#### Norman WRF Phase 2 ■ Norman, OK

Project engineer responsible for developing conceptual design concepts for the biological treatment process associated with expanding plant to 17 MGD. This work included biological process modeling, basin sizing, and cost estimating for three different treatment alternatives. During final design phase, responsible for activated sludge expansion, secondary clarification expansion, and anaerobic digestion improvements. Design responsibilities included process equipment evaluation and selection, process layouts, equipment specifications and process mechanical drawings.

#### Locust Grove WWTP Improvements ■ Locust Grove, OK

Project engineer responsible for documenting conceptual design of improvements necessary to bring existing facility into compliance. Evaluated the continued use of the SBR process, extended aeration, and aerated lagoons. During design phase, Rusty was responsible for detailed design. Design responsibilities included SBR equipment evaluation and selection, process equipment layouts for headworks and blower facility as well as specifications and process mechanical drawings.

#### Helena WWTP Improvements ■ Helena, AL

Project engineer responsible for evaluating conceptual design alternatives for nutrient removal associated with new discharge permit requirements. This work included biological process modeling and an evaluation of the existing plant to determine if new requirements could be attained. During final design phase, Rusty was responsible for detailed design of upgrades recommended in the Facilities Plan. Improvements included retrofit of existing secondary clarifiers, construction of a new tertiary filtration facility with UV disinfection, and new chemical storage and feed.

#### Del City WWTP Improvements ■ Del City, OK

Project engineer for multiple improvements to the City of Del City's WWTP. Improvements include updating the existing processes to more modern technologies, including the replacement of the jet aeration/mixing equipment with fine bubble diffusers and positive displacement blowers with VFDs, replacement of failing granular media filters with new cloth disc filters, and integration of a non-contact ultraviolet (UV) system.

# John Malone, PE, PACP, MACP, LACP

Pipeline Design / Construction Administration



John Malone is the Infrastructure Team Lead in Garver's Tempe office. He has 31 years of experience, including 25 in the Phoenix area, providing engineering services for a variety of engineering projects involving management, assessment, design, and construction of sanitary sewer system infrastructure. John has been responsible for the management and design of projects ranging from less than \$10k to more than \$3 million. His expertise includes both large and small diameter sewer pipe assessment and rehabilitation, lift station assessment and design, sanitary sewer master planning, and the design of new pipelines.



### Education

BS, Civil Engineering

### Registrations

Professional Engineer  
AZ, 29221

NASSCO PACP,  
MACP and LACP  
Certification

### Years with Garver

2

### Total years of experience

31

### Affiliations

- AZ Water Association
- American Society of Civil Engineers
- North American Society for Trenchless Technology
- Water Environment Federation



\* Indicates project completed under previous association

## Relevant Experience

### Gilbert Sewer Outfall Structure ■ *Gilbert, AZ*

Project manager responsible for an evaluation of alternatives for the relocation of a sewer outfall to alleviate odor issues at a forcemain discharge. Project design includes 180 feet of dual eight-inch sanitary sewers crossing a major intersection using HDD.

### ABCWUA San Patrico Manhole Rehabilitation ■ *Albuquerque, NM*

Project manager responsible for the evaluation, design, construction administration, and construction inspection of the rehabilitation of eight 48-inch diameter manholes and two 96-inch diameter manholes located in a high groundwater table.

### SAWS 2018 SSORP Engineering Design Services Small Diameter ■ *San Antonio, TX*

Design manager for the condition assessment of 29 VCP and concrete sewer segments for SAWS from 8-inch through 24-inch, including manholes. Responsibilities included recommending rehabilitation or replacement and preparing construction documents. Innovative approach saved SAWS approx. \$3 million. During construction, responsible for providing technical oversight and reviewing RFIs.

### SAWS SSORP Engineering Design Services Small Diameter ■ *San Antonio, TX*

Design manager for the condition assessment of 59 VCP, PVC, and concrete sewer segments for SAWS from 8-inch through 24-inch including manholes. Responsibilities include recommending rehabilitation, pipe bursting, or replacement, and preparing construction documents. Project includes large diameter sewer vault rehabilitation.

### City of Phoenix Lift Station 51 Sanitary Sewer Bypass Project\* ■ *Phoenix, AZ*

Project manager on project that included 133 LF of 18-inch sanitary sewer pipe, two manholes, and a diversion structure with gates. Provided permitting services for this project.

### City of Phoenix Large Diameter Sewer Condition Assessment and Emergency Repair\* ■ *Phoenix, AZ*

Project manager for the assessment of the City's sanitary sewer system from 15-inch to 42-inch diameter sewer system (approx. 1.8 million feet). Project included preparation of a Capital Improvement Program (CIP) for repairs and rehabilitation of the sewer system and design plans for emergency repairs.

**Jeff Maier, PE**  
Pipeline/Manhole Rehabilitation



Jeff's 20 years of experience with trenchless technologies and advanced pipeline condition assessment systems has made him an expert and invaluable asset to any project. He can strategically coordinate different trenchless rehabilitation technologies, including CIPP and UV-cured CIPP lining, manhole rehabilitation techniques, lateral lining, chemical grouting, pipe bursting, slip lining, and advanced hydrophilic materials to maximize results. Jeff has experience working with a variety of cutting-edge pipeline inspection technologies, providing industry-leading condition assessment expertise for wastewater projects.

**Relevant Experience**

**Education**

BS, Civil Engineering

**Registrations**

Professional Engineer  
CO, 38908

NASSCO ITCP-Cured  
In Place Pipe

NACE Certified  
Coatings Inspector -  
Level 3

**Years with Garver**

1

**Total years of  
experience**

19

**Affiliations**

National Association of  
Corrosion Engineers  
(NACE)

North American  
Society for Trenchless  
Technology (NASTT)

**ABCWUA San Patrico Manhole  
Rehabilitation** ■ *Albuquerque, NM*

Technical advisor responsible for QC and assisting with the design of fully structural manhole rehabilitation methods. This project consists of the inspection, product selection, design, and construction for the remediation of ten severely corroded, structurally compromised manholes and vault structures in Albuquerque, NM.

**North Richland Hills 24-Inch Big  
Fossil Interceptor** ■ *North Richland  
Hills, TX*

Technical advisor for design and construction administration of approximately 2,400 linear feet of 24-inch wastewater main rehabilitation by CIPP and the associated manholes. Reviewed existing CCTV, record drawings, and existing ROW/easements to determine the feasibility of CIPP lining and bypass pumping needs. Also evaluated manhole condition assessment data to determine the feasibility of rehabilitation or the installment of new manholes.

**McKinney Eastside Gravity  
Extension Parallel Phase I  
Improvements** ■ *McKinney, TX*

Technical advisor for the preliminary design of 28,000 linear feet of new gravity sewer. Evaluated rehabilitating

the existing pipeline by CIPP and constructing new pipe in parallel versus replacing with a new, larger pipe. Reviewed CCTV footage, laser profiling, and other data to inform a Cured-in-Place-Pipe rehabilitation alternatives evaluation.

**Sheridan Blvd Water Main  
Rehabilitation & Replacement  
Project\*** ■ *Westminster, CO*

Provided engineering technical assistance in pre-design for major potable water main rehabilitation and replacement project. Jeff provided input on design, potential trenchless installation and rehabilitation options, cost estimating and contractor methodologies. Trenchless rehabilitation options included pipe bursting, UV-Cured CIPP pressure lining, and Kevlar reinforced slip lining for pressure pipes.

**Ogden City Trenchless  
Rehabilitation Program\*** ■ *Ogden, UT*

Project manager for the development of an annual, renewable trenchless rehabilitation program, in conjunction with city engineering staff, to address infiltration, corrosion and structural issues in sewer and storm water pipelines and manholes. Trenchless technologies utilized included CIPP lining, pipe bursting, storm culvert slip lining and manhole rehabilitation.

\* Indicates project completed under previous association

# Jonathon Chill, PE, CFM

## Pipeline Design

As the newest member of the Garver Tempe team, Jonathon brings ten years of diverse infrastructure study and design experience on sanitary sewer infrastructure projects. He has provided hydraulic modeling, study and design for water and sewer systems, as well as post-design and construction administration and inspection services. Jonathon's extensive linear infrastructure experience lends him the ability to determine how each aspect of a project fits together to work proficiently as a system, allowing him to provide cost-effective, quality designs.



### Relevant Experience

#### Education

MS, Engineering  
- Hydrosystems  
Engineering  
BS, Civil Engineering

#### Registrations

Professional Engineer  
AZ, 60517  
Certified Floodplain  
Manager

#### Years with Garver

<1

#### Total years of experience

10

#### Affiliations

American Society of  
Civil Engineers  
Environmental and  
Water Resources  
Institute



#### Avondale Integrated Utility Master Plan\* ■ Avondale, AZ

Project engineer responsible for evaluation of the existing infrastructure and identification of future requirements. The goals of this master plan were to take a comprehensive look at the City's water and wastewater systems together and provide a strategy for the City to manage its water resources in a legal and sustainable manner; seek out operational efficiencies; and identify methods for better coordination with future development activities. This master plan update brought the previous planning efforts into sharper focus with respect to the specific courses of action necessary to implement the recommendations, while taking into account new system information and policy directions.

#### PHX 10 Project: Sundt/Confidential Client\* ■ Phoenix, AZ

Project engineer responsible for design, permitting, and CA&I support for two miles of waterline and one mile of sewer line on an accelerated schedule for a tech center in the west Valley, which included connections to City of Goodyear waterlines. Design and permits were completed within 6 months.

#### ABCWUA Universe Waterline Project\* ■ Albuquerque, NM

As project engineer, Jonathon assisted with design of a parallel transmission main to the existing line in Universe Boulevard along with the upsizing of the waterline on Scenic Drive NW to increase capacity in Zone 4W. The project consisted of approximately 500 linear feet (LF) of 30-inch ductile iron pipe, 2,300 LF of 16-inch ductile iron pipe, 1,250 LF of 12-inch PVC pipe, plus miscellaneous large diameter valves.

#### ABCWUA Large Diameter Interceptor Rehabilitation Program 2017\* ■ Albuquerque, NM

Project engineer responsible for the preparation of plans and specifications for the rehabilitation of large diameter sewers along Coors Boulevard, Menaul Boulevard, and Broadway Boulevard for the Albuquerque Bernalillo County Water Utility Authority. The rehabilitation method for each project was evaluated and appropriate methods were chosen and designed based on the evaluation.

\* Indicates project completed under previous association

**Randy McIntyre, PE, BCEE**  
QA/QC



Randy is an expert with 36 years of experience and more than 1.5 million linear feet of pipeline on his resume. Randy's experience comes from a variety of engineering projects, including wastewater collection and treatment plants, lift stations, pipeline design and rehabilitation, and facility operations. He also has experience in rate optimization studies, where he has assisted utilities in updating their rates to keep pace with O&M, production, and expansion goals.



**Relevant Experience**

**Education**

MS, Civil and Environmental Engineering  
BS, Civil Engineering

**Registrations**

Professional Engineer AZ, 64930  
Board Certified Environmental Engineer, 05-20069

**Years with Garver**

4

**Total years of experience**

36

**Affiliations**

Water Environment Federation  
American Academy of Environmental Engineers  
American Water Works Association



**Stewart Creek North Interceptor**

■ *Frisco, TX*

Technical advisor responsible for design of approximately 8,300 linear feet of new 42- to 48-inch FRP sewer interceptor. The interceptor alignment parallels an existing 24- to 27-inch line, providing service to a new area. Preliminary design included multiple alignment options, coordination and property acquisition, and flow projections. For phase 2 of the project, Garver designed stages for more than 10,000 linear feet of 30- to 48-inch FRP interceptor. This included a conceptual phase aimed at limiting total installation depth.

**Central Regional Wastewater System (CRWS) 2015 Master Plan** ■ *Arlington, TX*

Project manager involved in master planning and modeling of TRA's CRWS Facility. As part of the ongoing TRA Central Regional Wastewater System Master Plan effort, Garver conducted a condition assessment of the major components of the 162 MGD plant. Randy is also responsible for assisting with the update and conversion of TRA's Vulnerability Self-Assessment Tool (VSAT).

**SJRA Sanitary Sewer Evaluation Survey Flow Monitoring Program Management** ■ *The Woodlands, TX*

Technical reviewer for modeling, capital recommendations, and asset management program updates for the rehabilitation of the San Jacinto River Authority's (SJRA) aging collection system. Worked with SJRA to develop a risk-based prioritization of their assets, including physical condition assessment, hydraulic capacity (current and future), and the consequence of failure of the asset.

**Village Creek WRF Junction Structure Rehabilitation\*** ■ *Fort Worth, TX*

Project principal and design engineer for the inspection, study, rehabilitation design and replacement design of large concrete junction structures and facilities adjacent and within the plant, influent control gates, 96-inch influent pipeline replacements and multiple tunnels through flood control levee. Project included significant designs and coordination to bypass flows and maintain plant operations.

\* Indicates project completed under previous association

## Evan Tromble PhD, PE

### Hydraulic Modeling/Transient Analysis



Evan has spent 16 years specializing in hydraulic modeling and master planning. In practice, he has led 27 master plans and spent over 7,500 hours modeling. Dr. Tromble leads Garver’s modeling efforts with a focus on understanding systems as a whole. Through identification and analysis of the full range of potential operating conditions for both now, and in the future, he gains a thorough understanding of each system to develop optimized improvement concepts. Evan works with technical staff and clients to gather all necessary information to identify the best alternatives.



### Relevant Experience

#### Education

PhD, Civil Engineering  
- Water Resources  
BS, Civil Engineering

#### Registrations

Professional Engineer  
AZ, 25963

#### Years with Garver

9

#### Total years of experience

16

#### Affiliations

WaterReuse Association  
Water Environment Federation  
American Water Works Association  
American Society of Civil Engineers



#### Liberty Utilities Gold Canyon and EDO Master Plans ■ *Pinal County, AZ*

As lead hydraulic modeler, Evan was responsible for the development and review of new wastewater hydraulic models for each of the two areas: Gold Canyon and Entrada Del Oro. The models were used to evaluate the performance, capacity, and deficiencies of the system for existing conditions and through build-out of the communities. Additionally, Evan provided technical oversight for identification of updated design criteria and development of the capital improvements.

#### City of Phoenix Lift Station 66 Refurbishment ■ *Phoenix, AZ*

Lead hydraulic modeler responsible for analyzing the lift station and force main hydraulics to determine sizing for new pumps, which will replace all existing pumps on-site. Evan provided technical oversight for evaluation of system design flows relative to City of Phoenix standards and state regulations in order to identify the minimum and maximum anticipated lift station flow rates for the existing and future conditions. He also led the hydraulic model development, system curve generation, and pump curve evaluations for the project.

#### Colleyville Water and Wastewater Master Plan ■ *Colleyville, TX*

Hydraulic modeler responsible for utilizing the City’s GIS information, collecting data during the field survey, and creating and calibrating hydraulic models of the City’s water distribution and wastewater collection systems. These models were used to identify deficiencies based on existing and future load conditions and to support conceptual design of improvements to meet system design criteria that were incorporated into a CIP.

#### Bethany Sanitary Sewer Improvements Study ■ *Bethany, OK*

Lead hydraulic modeler for the project, which included modeling (using Bentley SewerGEMS) and alternatives evaluations for key wastewater collection system infrastructure. The team completed an evaluation of the McMillan Interceptor, which conveys approximately 75% of the City’s flow, to determine condition and hydraulic capacity. A variety of alternatives were analyzed to provide the required design capacity. The project also included modeling of the force main from the McMillan Lift Station to the Rockwell Interceptor, as well as evaluation of alternatives to rehabilitate or replace the existing force main.

**ERIC DOLE, PE, PSAP**

Pumping and Energy Auditing



Eric is a senior project manager and Water and Energy Practice Leader at Garver. Delivering sustainable infrastructure through optimized hydraulic systems and optimized treatment processes has become the focus of Eric’s career. Eric holds certifications in various demand-side management rebate programs for power companies and has a history of successfully integrating these funds into capital improvements projects for clients where energy efficiency measures he identifies reduce the energy intensity (kWh/mg) of the project.



**Education**

BS, Civil Engineering

**Registrations**

Professional Engineer  
AZ, 40354

Certified Pump  
Systems Assessment  
Professional, 0005

**Years with Garver**

1

**Total years of experience**

21

**Affiliations**

Multi-State Salinity  
Coalition

Water Research  
Foundation

American Water Works  
Association

Water Environment  
Federation



**Relevant Experience**

**Town of Gilbert Site 7 Pump Efficiency Study\* ■ Gilbert, AZ**

This project was a direct result of the Pump SOS Workshop Mr. Dole gave to the Town of Gilbert Water Department. Wire-to-water efficiency tests were performed on the 200- HP vertical turbine well pump and four horizontal split case pumps; one 40-HP and three 75 HP pumps. Wire-to-water efficiencies ranged between 36% and 60% on all the pumps. Significant annual kWh reductions were identified by increasing the existing wire-to-water efficiencies to 75% by installing more efficient pumps, performing well casing rehabilitation and booster pump station pipe upgrades. Over 230,000 kWh/yr were saved, resulting in \$24,000 per year in electrical cost reduction. This coupled with the \$34,000 of SRP rebates money resulted in less a 4 year payback.

**Scottsdale Micro-Turbine Energy Recovery Project\* ■ Scottsdale, AZ**

Mr. Dole provided oversight of data collection and calculation needed to accurately determine the energy recovery potential of replacing the most feasible of the 500+ pressure reducing valve stations in the city with micro-turbines. Mr. Dole worked with the Federal Energy Regulatory Commission and a micro-turbine manufacturer to determine the payback logistics.

**Laredo Sierra Vista BPS Improvements ■ Laredo TX**

Lead environmental engineer responsible for the design for wire-to-water testing, modeling, alternatives evaluation, electrical system evaluation, and capital planning for improvements for the raw water facilities and high service pump station at the El Pico WTP. As determined feasible by the modeling and evaluation tasks, responsibilities included performing performed an evaluation for pump addition at the RWPS and preparing a bid package for the purchase of additional raw water pump(s)

**Fort Collins Pump System Energy Audits\* ■ Fort Collins, CO**

Project manager and lead engineer who performed w-to-w efficiency testing on Fort Collins’ High Service Pump Station and Southwest Pump Station. He discovered the City could see an immediate decrease in kilowatt usage of 18% by implementing a variety of inexpensive modifications. These included: 1) a butterfly valve being located too close to the swing check thereby protruding into the cavity of the swing check and preventing the valves to fully open; 2) an air locked pipe on discharge of pump; and 3) VFDs not increasing to the proper speed needed to make water in parallel pump operation.

\* Indicates project completed under previous association



**TAB F**

**APPENDIX B: SIGNED  
ADDENDA & EXCEPTIONS**



# Signed Acknowledgment — Addendum 1

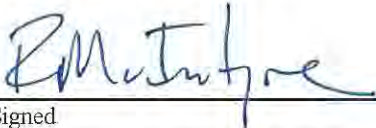
## CITY OF AVONDALE ACKNOWLEDGMENT OF ADDENDA RECEIVED REQUEST FOR QUALIFICATION

Wastewater System Professional Engineering Services

PW 20-051

### Addendum No. 1

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

, June 24, 2020  
Signed Date

Randy McIntyre, PE, BCEE  
Print Name

Vice President  
Title

Garver, LLC  
Company Name

1620 W. Fountainhead Parkway, Suite 503  
Address

Tempe, AZ 85282  
City, State, Zip Code

END OF ADDENDUM No. 1

# Signed Acknowledgment — Addendum 2

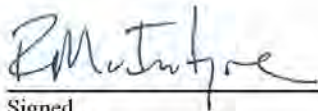
## CITY OF AVONDALE ACKNOWLEDGMENT OF ADDENDA RECEIVED REQUEST FOR QUALIFICATION

Wastewater System Professional Engineering Services

PW 20-051

### Addendum No. 2

Garver, LLC, affirms that ADDENDUM No. 2 has been  
(Name of Vendor/Designee)  
received and that the information contained in ADDENDUM No. 2 has been incorporated in  
formulating the Vendor's Offer.



Signed

June 24

Date

2020

Randy McIntyre, PE, BCEE

Print Name

Vice President

Title

Garver, LLC

Company Name

1620 W Fountainhead Parkway, Suite 503

Address

Tempe, AZ 85282

City, State, Zip Code

END OF ADDENDUM No. 2

## Proposed Contract Exceptions

### RFQ PW 20-051 Wastewater System Professional Engineering Services

#### List of Exceptions

1. **Article 6 § 1** - Add the following after the first sentence in the paragraph: "Consultant shall be entitled to an equitable adjustment in compensation and project schedule for impacts to the Services resulting from events beyond Consultant's control."
2. **Article 6 § 9** – Modify as follows: "To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all **third party tort** losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, ~~under any theory of liability whatsoever~~ ("Claims") to the extent that such claims (or actions in respect thereof) are caused by the negligent acts, ~~recklessness or~~ intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's Work or Services in the performance of this Agreement. ~~The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.~~"
3. **Article 6 § 14** – Modify title from "Rights of Decisions" to "Dispute Resolution" and modify further as follows: "All Services shall be performed by the consultant to the reasonable satisfaction of the City. In cases of disagreement or ambiguity, the City **parties** shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, ~~the prosecution and fulfillment of the Services hereunder and the character, quality, amount and value thereof, and the City's decisions on all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable.~~ **adhere to the following dispute resolution process: The City and Consultant agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement through direct discussions involving senior and /or executive management representatives from their respective organizations. It is a requirement of this clause for this condition to be attempted prior to the use of other dispute resolution processes unless the applicable statute of limitations will expire within sixty (60) days of such notice. If the respective representatives are unable to develop a mutually satisfactory compromise resolving the dispute within thirty (30) days after a party delivers a written notice of such dispute, then further mediation processes shall begin as described herein.**  
If direct discussions fail to resolve the dispute, the City and Consultant further agree to pursue non-binding mediation unless the parties mutually agree otherwise, or the applicable statute of limitations will expire within sixty (60) days of the failure to resolve any dispute through the direct discussion referenced above. Each of the parties hereto hereby knowingly, voluntarily, and intentionally waives any rights it may have to a trial by jury in respect of any litigation between the parties or arising out of, under, or in connections with this Agreement or any other documents entered into in connection herewith."

Garver requests the following to be added to terms of agreement:

4. **Article 6 § 15** - Limitation of Liability and Waiver of Consequential Damages.

Notwithstanding any provision to the contrary herein, Consultant's total aggregate liability under the Agreement including without limitation those relative to (a) all obligations undertaken by Consultant; or (b) claims which may be asserted against Consultant; or (c) damages which may be incurred or accrue against Consultant, arising from actions or inactions undertaken by Consultant (including its subconsultants and vendors) relative to the Agreement, shall be limited to an amount equal to the amount of compensation actually received by Consultant from the City. This limitation covers all claims, regardless of the cause of action (including negligence of any kind, including gross negligence).

Notwithstanding anything in the Agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for loss of profits or revenues, loss of use, loss of opportunity, loss of goodwill, cost of substitute facilities, goods or services, cost of capital, or claims from customers of client, or for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind arising out of or related to the performance or non-performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise.



1620 W. Fountainhead Parkway, Suite 503 ■ Tempe, AZ 85282  
480-646-5366 ■ [www.GarverUSA.com](http://www.GarverUSA.com)





## Use of Subcontractors

As an extension of your staff, Garver will tailor task order teams to deliver innovative solutions backed with our reputation for responsive customer service. While we have the in-house capabilities to execute any task order project, we often supplement our team by bringing in local, specialized subconsultants. The following table presents local firms with whom we have established solid working relationships. We don't anticipate needing all these subconsultants, but we are prepared to bring any of them on board should there be a need.

GARVER PREFERRED SUBCONTRACTORS						
	Kenney Aerial Mapping, Inc.	Hersey Aerni & Associates	AZTEC Engineering	Ninyo & Moore	EIC Engineers	ProPipe
Specialty	Aerial Mapping	Survey	SUE	Geotechnical	Electrical/I&C	Pipeline and Manhole Inspection
Contact Information	John Cahoon Kenney Aerial Mapping, Inc. 1125 Grand Avenue #1 Phoenix AZ 85007 602-258-6471	Allen Aerni, RLS Hersey, Aerni & Associates 5025 S. Ash Ave, Suite 3 Tempe, AZ 85282 480-897-0018	Art Mehler AZTEC Engineering 4561 E McDowell Rd Phoenix, AZ 85008 602-454-0402	Bruce Kay Ninyo & Moore 3202 East Harbor Dr Phoenix, AZ 85034 602-243-1600	Vahid Bagheri EIC Engineers 7328 East Deer Valley Rd, Suite 100 Scottsdale, AZ 85255 480-623-4130	Valerie Kielp ProPipe 4940 W Watkins Sr Phoenix, AZ 85043 480-939-3149
Projects we have partnered on within the last two years	<ul style="list-style-type: none"> <li>East Zone 1 Infrastructure Master Plan</li> </ul>	<ul style="list-style-type: none"> <li>East Zone 1 Infrastructure Master Plan</li> <li>Gilbert Sewer Outfall Structure</li> <li>Liberty Utilities Marbella PRV</li> <li>Peoria Bloom Street Waterline</li> <li>Phoenix Booster Pump Station Rehabilitation</li> <li>Phoenix Lift Station 66 Refurbishment</li> </ul>	<ul style="list-style-type: none"> <li>Gilbert Sewer Outfall Structure</li> </ul>	<ul style="list-style-type: none"> <li>Gilbert Sewer Outfall Structure</li> <li>Phoenix Booster Pump Station Rehabilitation</li> </ul>	<ul style="list-style-type: none"> <li>Liberty Utilities Marbella PRV</li> <li>Phoenix Booster Pump Station Rehabilitation</li> <li>Phoenix Lift Station 66 Refurbishment</li> </ul>	<ul style="list-style-type: none"> <li>SAWS 2018 SSORP Small Diameter</li> <li>SAWS 2019 SSORP</li> </ul>

## Subcontractor Management

Garver manages our subcontractors by holding them to the same standards our clients expect from us. This includes executing contracts with them that mirror our clients' requirements and expectations. Once we begin a project, we hold an internal kick off meeting with our subcontractors to clarify their schedule and budget and delineate expected communication methods and frequency. We develop our task order schedules to allow for not just the project work, but an internal QA/QC review of subcontractor work as well. This helps make sure that the information and deliverables you receive from us have been thoroughly reviewed and analyzed for accuracy and quality. Finally, throughout the task order, we hold regular coordination meetings with subcontractors to make sure the work is progressing and they are adhering to their schedule, budget, and task order objectives.

# Avondale

## QUALIFICATIONS TO PROVIDE **WASTEWATER SYSTEM ON-CALL SERVICES**



July 2020

# Garver's local team is readily available to support the City of Avondale



**Andrea Odegard-Begay, PE**  
*Client Services Manager &  
Treatment Lead*

- ✓ 20 years of experience
- ✓ Has completed more than 45 wastewater system projects



**John Malone, PE, PACP, MACP, LACP**  
*Collection System Lead*

- ✓ 31 years of experience
- ✓ Experience assessing >3,000,000 LF of pipe 8"-60"
- ✓ Rehabilitation and new design >500,000 LF of pipe 8"-54"
- ✓ Condition and capacity assessment of all City of Phoenix lift stations



# Garver's wastewater experts are ready to tackle your treatment and infrastructure challenges



**Randy McIntyre, PE, BCEE**  
*QA/QC & Technical Advisor*

- ✓ 36 years of experience
- ✓ Worked on more than 1,675,000 LF of pipeline projects
- ✓ More than 65 WWTP projects completed



**Jeff Sober, PE**  
*Grit & Solids Handling*

- ✓ 19 years of experience
- ✓ Co-designed Avondale's headworks
- ✓ More than 100 wastewater system projects completed



**Eric Dole, PE, PSAP**  
*Pumping Assessments*

- ✓ 21 years of experience
- ✓ Certified Pump Station Assessment Professional
- ✓ More than 35 pump/lift station projects completed



**Jeff Maier, PE**  
*Pipeline & Manhole Rehabilitation*

- ✓ 19 years of experience
- ✓ Trenchless technology expert
- ✓ >1,000,000 LF of pipeline experience
- ✓ >4,000 manhole assessments performed

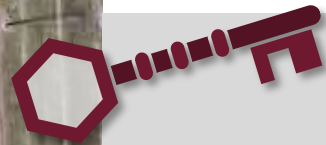


**Jonathon Chill, PE, CFM**  
*Pipeline Design & Hydraulic Modeling*

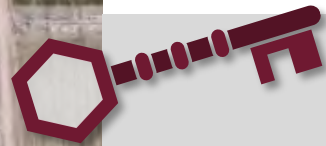
- ✓ 10 years of experience
- ✓ Recently completed Avondale IWMP Support Sewer Evaluation
- ✓ Designed >52,000 LF of pipeline



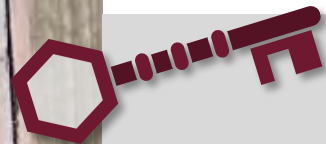
# We understand your key wastewater challenges



Aging linear infrastructure



WRP treatment capacity, process optimization, and odor control



Lift station optimization

# Our presentation responds to your specific questions

Part 1 // Experience and Qualifications

Part 2 // Key Positions

Part 3 // Project Approach

Part 4 // Garver-Specific Questions

Wrap up/Questions



# Our presentation responds to your specific questions

Part 1 // Experience and Qualifications

Part 2 // Key Positions

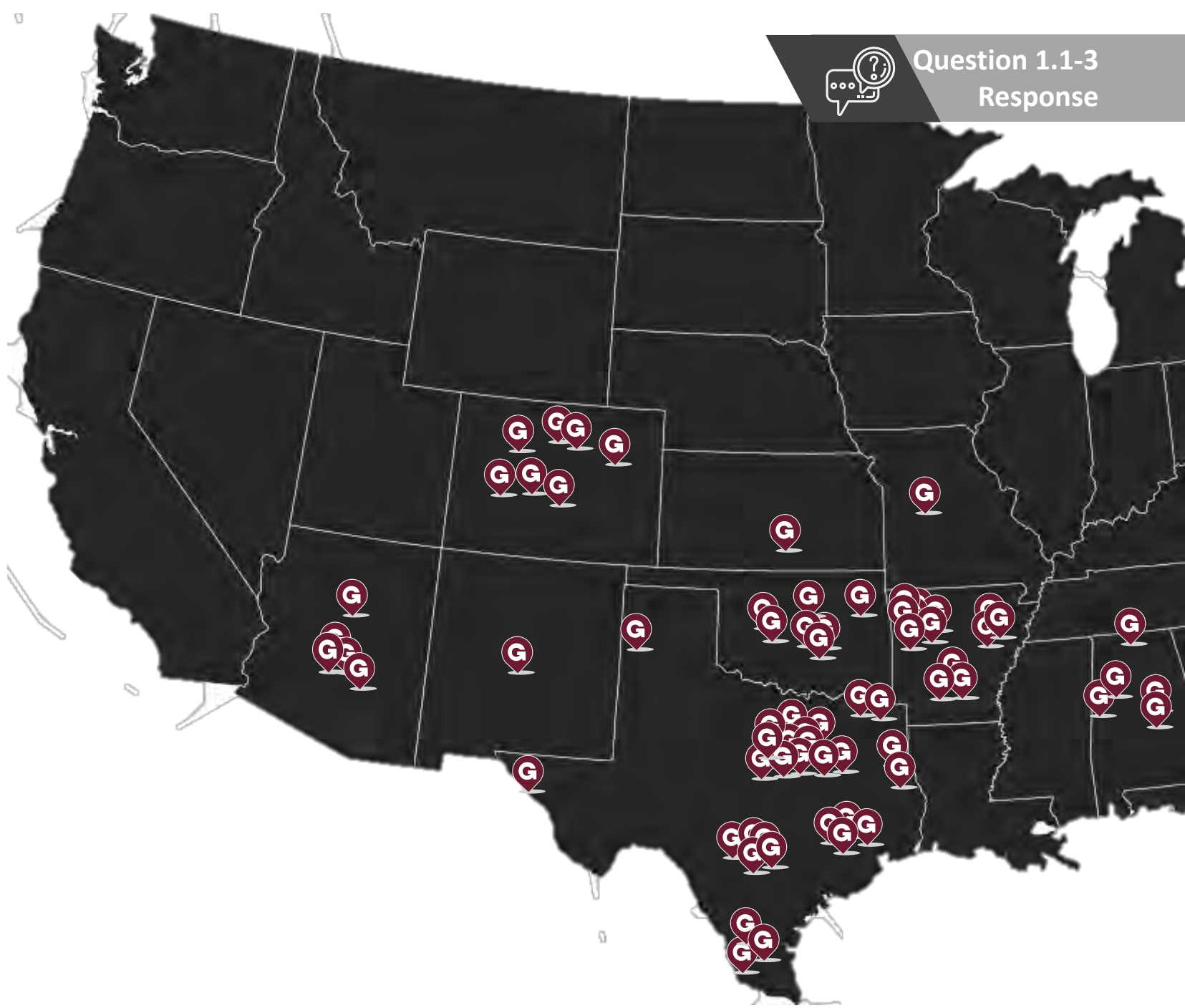
Part 3 // Project Approach

Part 4 // Garver-Specific Questions

Wrap up/Questions



Our Arizona project team has provided specialized expertise on projects across Garver's footprint. **Over the past two years, we've collectively helped complete more than 150 wastewater system projects.**



Question 1.1-3  
Response



# We'll apply lessons-learned from other wastewater system projects completed within the past two years to bring Avondale innovative, cost-effective solutions



Project Name	Location	Project Name	Location	Project Name	Location
ABCWUA - San Patricio Manhole Rehab	<i>Albuquerque, NM</i>	Amarillo River Road WWTP Diffuser Replacement	<i>Amarillo, TX</i>	Addison Kellway Lift Station Improvements Construction Phase Services	<i>Addison, TX</i>
Bethany LS 17th and Divis	<i>Bethany, OK</i>	Aqua Texas Chisholm Springs WTP and WWTP Upgrades	<i>Aqua, TX</i>	Addison Kellway Lift Station Improvements	<i>Addison, TX</i>
Bethany Sanitary Sewer Improvements - Design and Construction	<i>Bethany, OK</i>	Bay City Wastewater Treatment Plant Improvements	<i>Bay City, TX</i>	Bay City Cottonwood Lift Station Rehabilitation	<i>Bay City, TX</i>
CHS - Lift Station Evaluation Hot Springs Creek and Mazarn 1	<i>Hot Springs, AR</i>	Bay City WWTP TPDES Permit Renewal	<i>Bay City, TX</i>	Celina Lucy's Lift Station Improvements	<i>Celina, TX</i>
C&L Solutions - CIPP Liner Engineering Services MSA	<i>Littleton, CO</i>	Bentonville WWTP NPDES Permit Renewal	<i>Bentonville, AR</i>	City of Houston Lift Station Rehabilitation and Repair	<i>Houston, TX</i>
Fort Sill PIP-206 WW Service Laterals	<i>Fort Sill, OK</i>	Bentonville WWTP Solids Improvements	<i>Bentonville, AR</i>	Denton Clear Creek Basin Lift Station and Force Main	<i>Denton, TX</i>
Helena Wastewater Treatment Plant, Lift Station and Collection System Assistance 2019-2020	<i>Helena, AL</i>	Bowie Sodium Hypochlorite Improvements	<i>Bowie, TX</i>	Flagstaff Wildcat Hill Primary Effluent Pump Station Improvements	<i>Flagstaff, AZ</i>
McAdory Area and Jefferson Metropolitan Pump Station Improvements	<i>Bessemer, AL</i>	Broken Arrow Disinfection Improvements	<i>Broken Arrow, OK</i>	Grapevine Hilton Lift Station Improvements	<i>Grapevine, TX</i>
NTMWD 36-Inch Force Main Relocation	<i>Wylie, TX</i>	Buffalo Point Wastewater Treatment Plant	<i>Marion County, AR</i>	Jefferson County Newfound Creek 1 and 2 Pump Station Improvements	<i>Jefferson County, AL</i>
Phenix City Industrial Park Lift Station Pump Access Opening Assessment	<i>Phenix City, AL</i>	Celina WWTP Closure Plan	<i>Celina, TX</i>	PHX Lift Station 66 Refurbishment	<i>Phoenix, AZ</i>
City of Piedmont - Sanitary Sewer Services	<i>Piedmont, OK</i>	Celina WWTP Improvements	<i>Celina, TX</i>	Searcy Water - Pioneer Pump Station Improvements	<i>Searcy, AR</i>
Searcy Water - Clean Water Revolving Loan Fund Projects	<i>Searcy, AR</i>	Clear Lake City Water Authority TPDES Permit Renewal		Starkville Trim Crane Pump Station Improvements	<i>Starkville</i>
Searcy Water - SSES Program Manager	<i>The Wood</i>	Conroe Central WWTP Constructability Review	<i>Conroe, TX</i>	2015 Stillwater West Park Lift Station	<i>Stillwater, OK</i>
SJRA Sanitary Sewer Evaluation Survey Flow Monitoring Program Manager	<i>The Woodlands, TX</i>	Conroe Central WWTP Value Engineering Study	<i>Conroe, TX</i>	Sulphur Springs Highway 11 Lift Station	<i>Sulphur Springs, TX</i>
Toyota-Mazda Plant Wastewater Pretreatment Design Services	<i>Madison, AL</i>	Conroe WWTP Technically-Based Local Limits Redevelopment	<i>Conroe, TX</i>	Tuscaloosa Hilliard Fletcher WWTP Improvements - Phase 1	<i>Tuscaloosa, AL</i>
TRA MCRWS WWTP Improvements Design	<i>Midlothian, TX</i>	Conway TBWWTP Odor Control Improvements	<i>Conway, AR</i>	Webb County Lift Station Rehabilitation	<i>Webb County, TX</i>

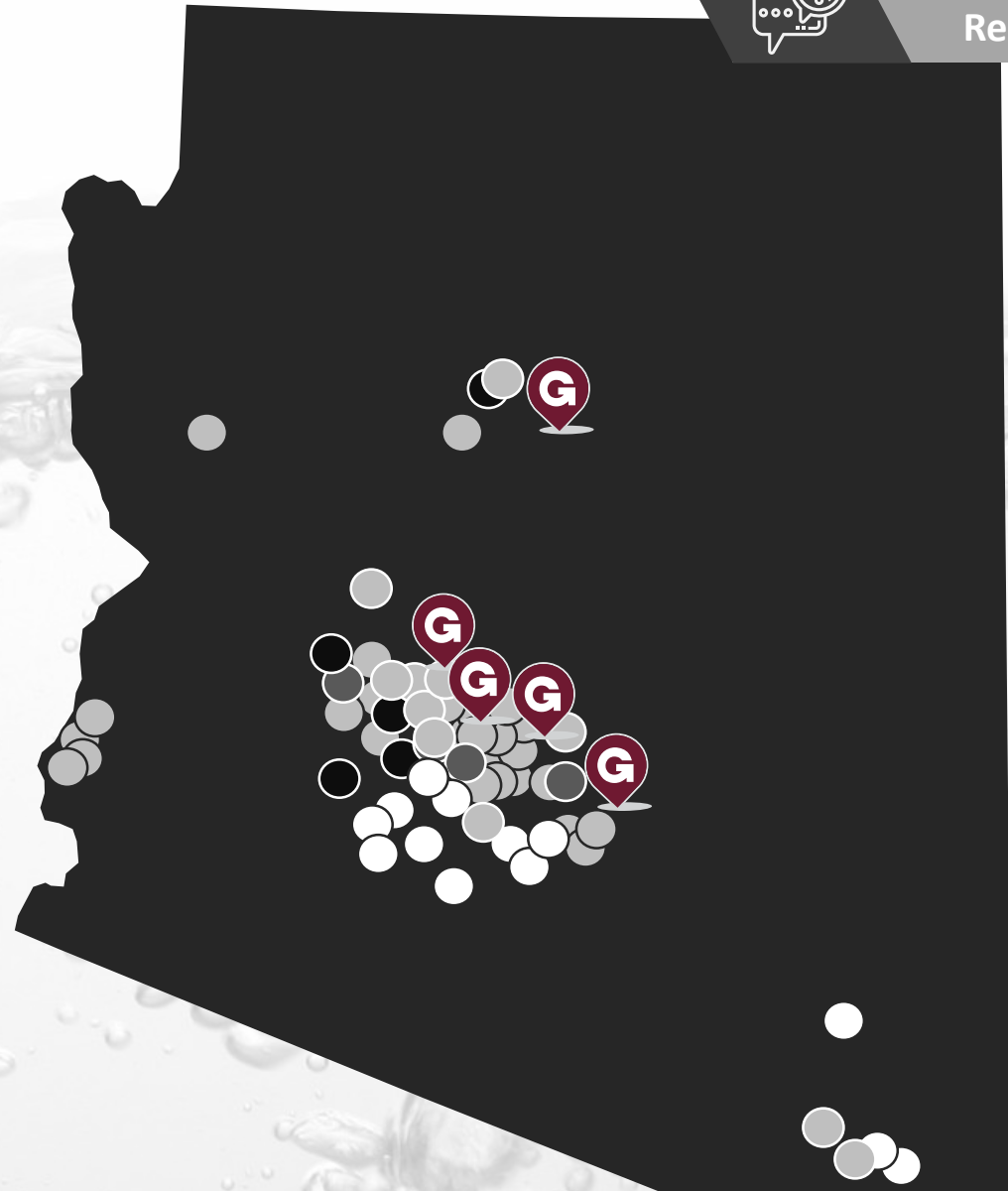




# Our **Arizona wastewater experience** includes **planning, design, and construction support**

## TEAM EXPERIENCE

-  Garver
-  John Malone
-  Jonathon Chill
-  Eric Dole
-  Jeff Sober
-  Andrea Odegard-Begay





# WILDCAT HILL WRP PRIMARY EFFLUENT PUMP STATION IMPROVEMENTS

*City of Flagstaff, AZ*

- Lift station replacement
- Flow analysis and w-2-w
- Multi-discipline project

# EPCOR VERRADO WRF SOLIDS IMPROVEMENTS

*Buckeye, AZ*

- Regulatory review
- Evaluation of existing facility limitations
- Expansion and optimization recommendations



Question 1.1  
Response

# SEWER OUTFALL STRUCTURE

*Town of Gilbert, AZ*

- Odor evaluation
- Force main condition assessment
- Outfall evaluation
- HDD design



Question 1.2  
Response



## **SAWS SSORP – Multiple Projects *San Antonio, Texas***

- Responsible for technical evaluation and rehab approach
- > 35,000 LF sewer and associated manhole inspection & condition assessment
- 6" - 24" sewer and associated manhole rehabilitation and repair design
- Construction administration



### Question 1.3 Response

Garver team member John Malone helped develop the initial sewer condition scoring system now used by NASSCO nationwide.

# FINAL REPORT LARGE DIAMETER SEWER CONDITION ASSESSMENT & INSPECTION PROGRAM



Prepared for  
  
City of Phoenix

Submitted by  
  
  


Table 5-1  
Scoring Standards

Description	Small	Medium	Large
Open Joint	5	5	5
Open Main	5	15	40
Under Water	5	15	40
Observation	5	5	5
	5	25	30
	5	5	75
	5	10	5
	5	15	15
	5	10	40
	5	10	25
	5		30
	5		30 pts. If camera without obstruction
	5	15	
	5	10	
	5	10	
	5	10	
	5	20	
	5	50	
	50	75	
	50	75	150
			150

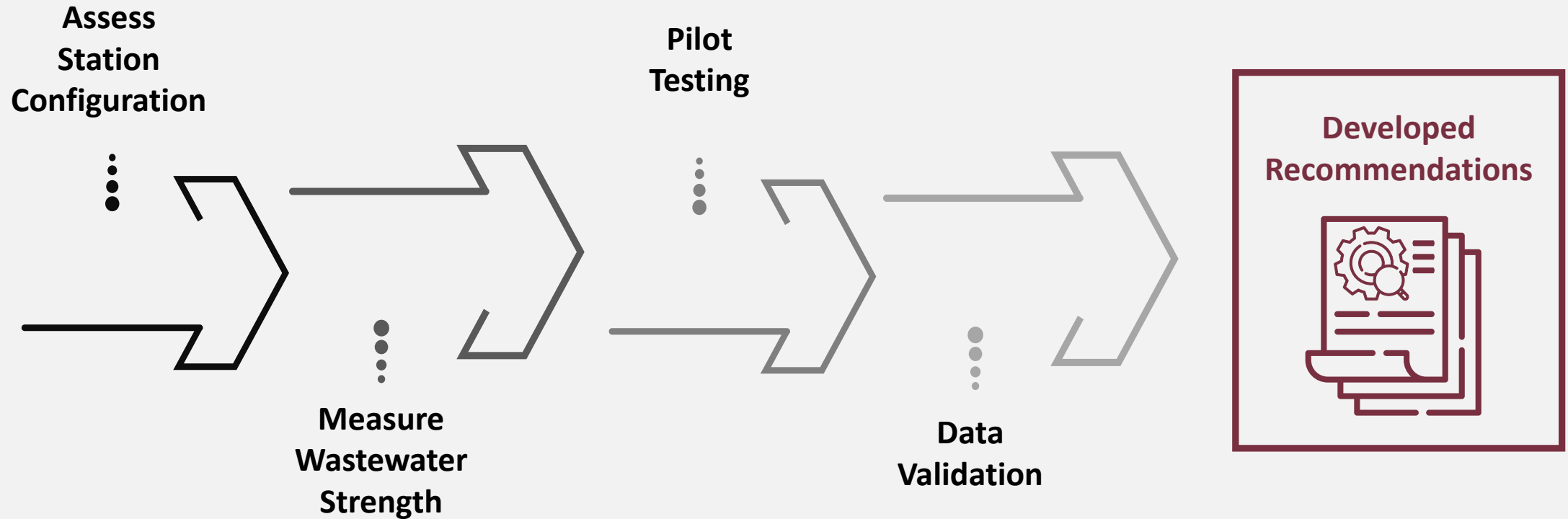
...e lines with defects in order of the defect and/or its r...  
...environment. The impact factors include traffic imp...  
...verments (MAG) 1998 Traffic Counts. Environmen...  
...al are included. Railroad impacts are included due to t...  
...of the existing sewage during repair/replacement. Th...  
...n the types of joints used during construction and the...  
...(see Appendix M for letter from Clay Pipe Institute).  
...need to between URS and the City of Phoenix.

# Wastewater Monitoring and Assessments



Question 1.3  
Response

## SROG Prototype Metering Station Pilot Test | *Scottsdale, AZ*

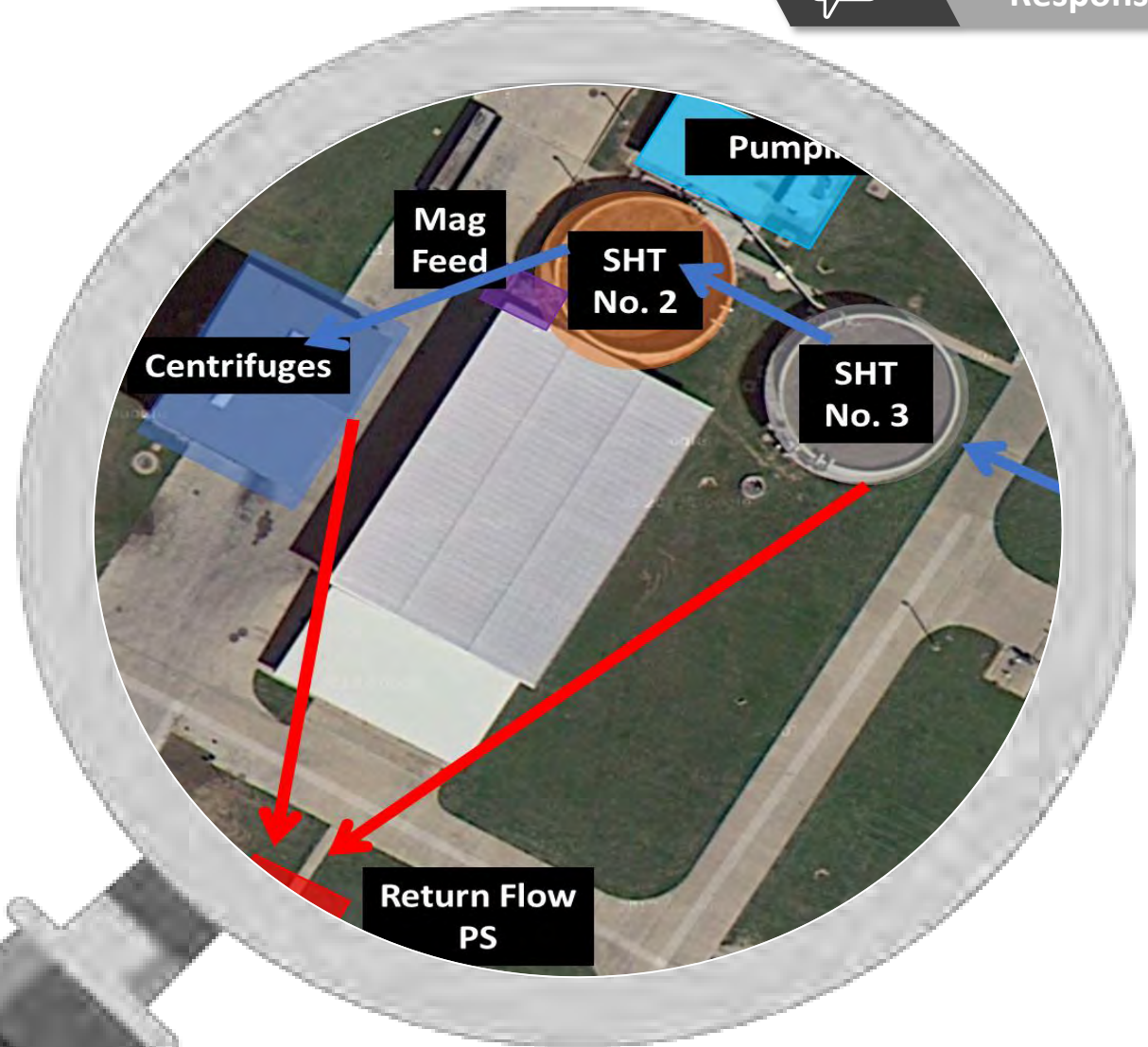


# Wastewater Monitoring and Assessments



Question 1.3  
Response

**DCRWS Sidestream Study**  
*Roanoke, TX*



# Our presentation responds to your specific questions

Part 1 // Experience and Qualifications

Part 2 // Key Positions

Part 3 // Project Approach

Part 4 // Garver-Specific Questions

Wrap up/Questions



# Meet your key team members! We're here when you need us



## Avondale

### QA/QC

Randy McIntyre, PE, BCEE

### Client Service Manager

Andrea Odegard-Begay, PE

### Treatment

Andrea Odegard-Begay, PE - *Lead*

#### Process Design

Rusty Tate, PE

#### Solids Handling

Jeff Sober, PE

#### Pumping

Eric Dole, PE, PSAP

#### Grit

Jeff Sober, PE

### Collection System

John Malone, PE, PACP, MACP, LACP - *Lead*

#### Hydraulic & Transient Analysis

Evan Tromble, PhD, PE

#### Pipeline/Manhole Rehabilitation

John Malone, PE

Jeff Maier, PE

#### Pipeline Design

John Malone, PE

Jonathon Chill, PE,

CFM

#### Condition Assessment

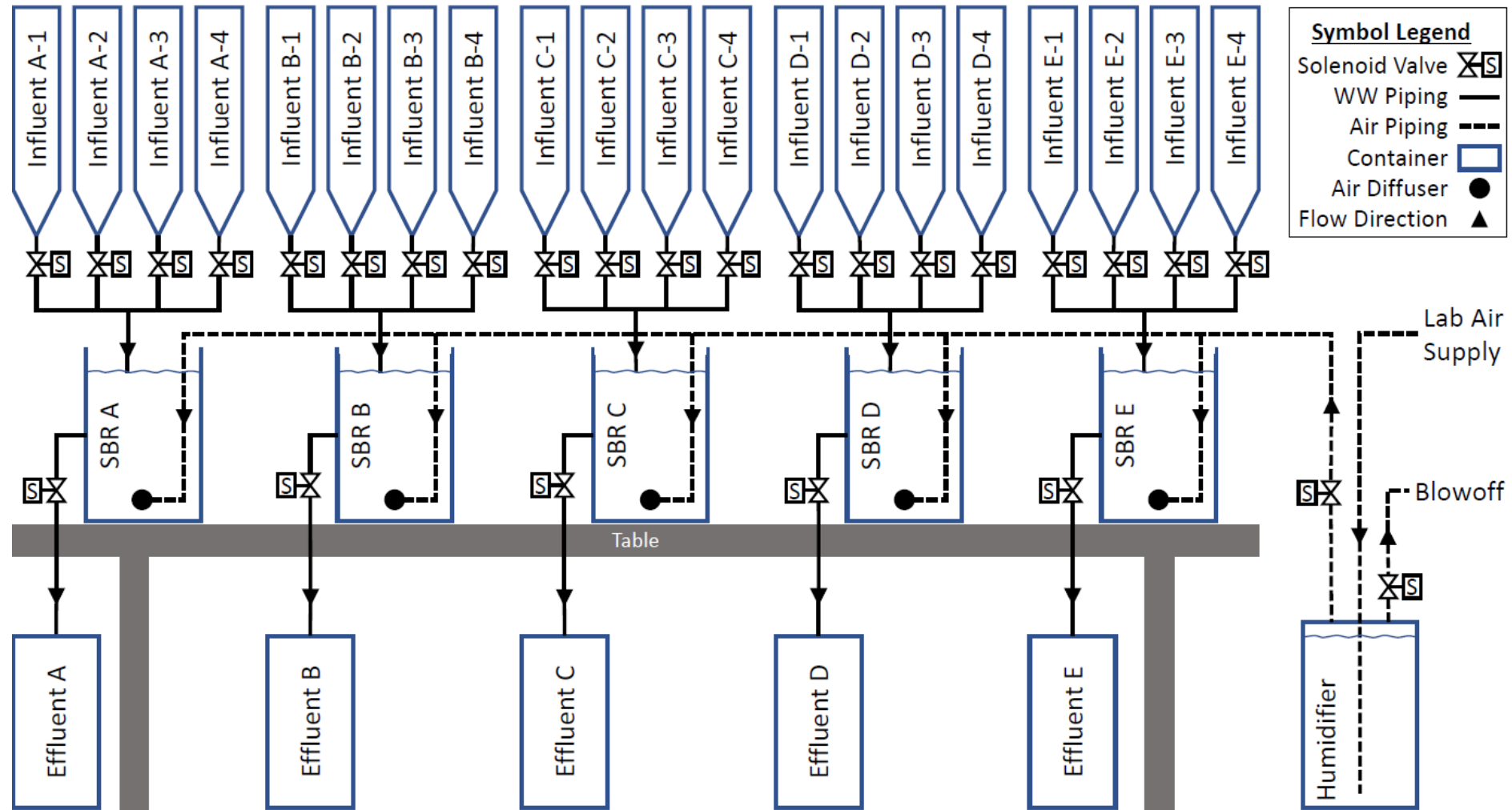
John Malone, PE,  
PACP, MACP, LACP



# Our bench top SBR model set pre-treatment and effluent limits for TRA



Question 2.2  
Response



# Our presentation responds to your specific questions

Part 1 // Experience and Qualifications

Part 2 // Key Positions

**Part 3 // Project Approach**

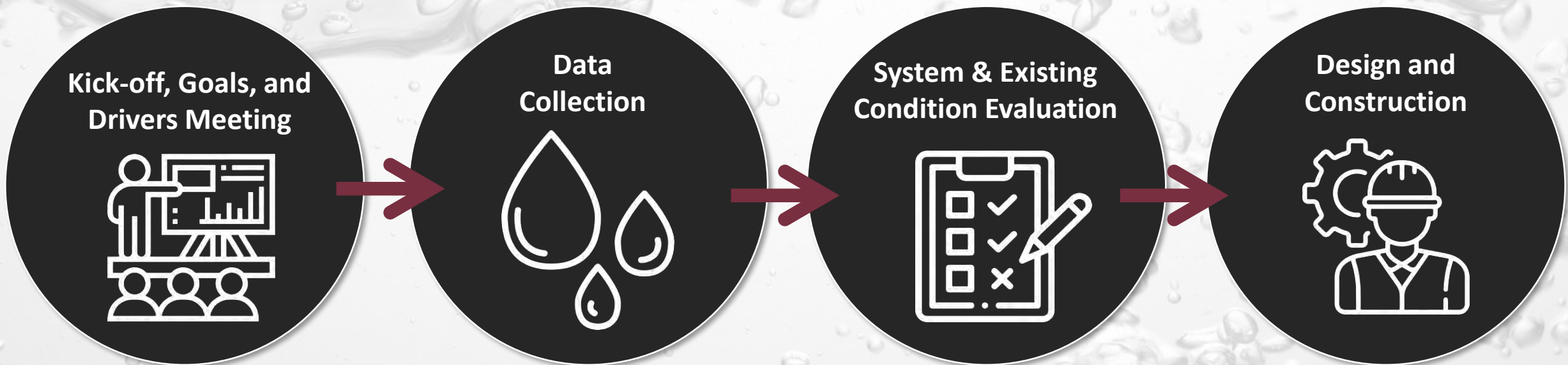
Part 4 // Garver-Specific Questions

Wrap up/Questions





# Our four-step process manages scope, schedule, budget, and risk



APPROACH  
STEP 1

Kick-off, Goals, and  
Drivers Meeting



The kick-off meeting puts **key project management pieces** in place



Question 3.1.  
Response



# The Garver **Project Management Toolbox** has everything we need to keep your project on track



Question 3.1.  
Response

**Scheduling Tools**



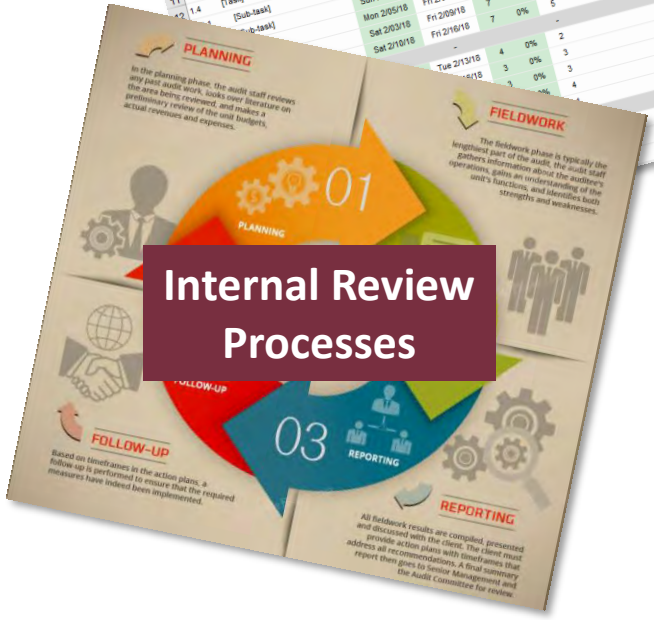
**Accurate Cost Estimates**



**Risk Identification/Mitigation**

RISK	IMPACT LEVEL	PROBABILITY LEVEL	PRIORITY LEVEL	MITIGATION NOTES	OWNER
Brief summary of the risk. What will happen if the risk is not mitigated or eliminated.	Rate 1 (LOW) to 5 (HIGH)	Rate 1 (LOW) to 5 (HIGH)	(IMPACT X PROBABILITY) Address highest first.	What can be done to lower or eliminate the impact or probability.	Who's responsible?
Leak from roof during rain make the floor slippery	3	5	15	- Order "slippery when wet" signs - Have maps on hand - Fix roof	Allen
Shortage of eye protection	5	1	5	- Increase supply - Low inventory warnings - Find alternative suppliers	Linda

**Internal Review Processes**



APPROACH  
STEP 2

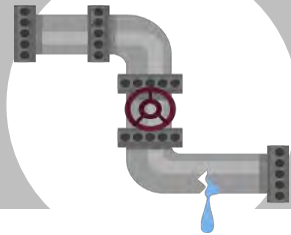
Data  
Collection



# Our data collection efforts are **tailored to the task order needs**

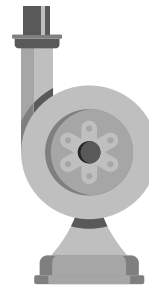


Question 3.1.  
Response



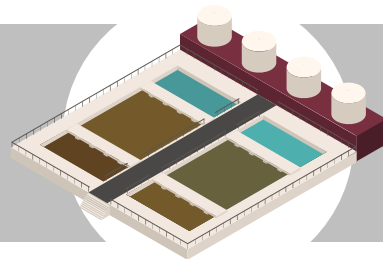
## PIPELINES

Review as-builts and maintenance records; inspection information and prior condition assessments



## LIFT STATIONS

Pump efficiency tests and pump curve analyses, structural and electrical system inspection



## TREATMENT PLANTS

Condition assessments, maintenance record review, water quality analyses, operator interviews



APPROACH  
STEP 3

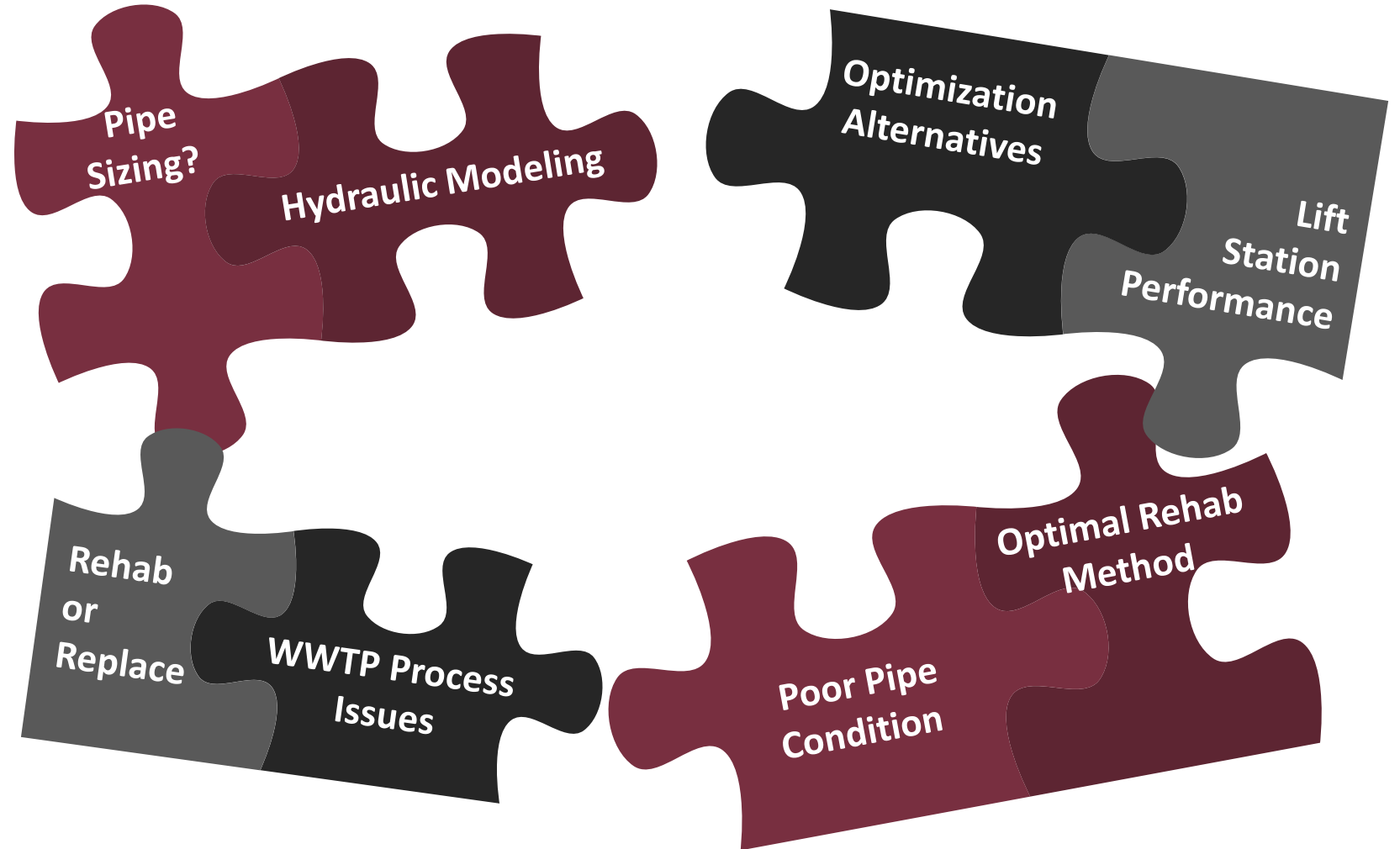
System & Existing  
Condition  
Evaluation



Our evaluation process  
**matches each challenge with  
one or more solutions**



Question 3.1.  
Response



APPROACH  
STEP 4

Design and  
Construction



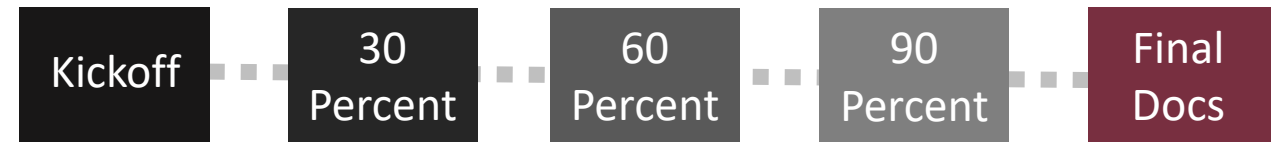
# Our streamlined design approach reduces costs, schedule, and review time



Question 3.1.  
Response



## Traditional Approach



## Garver Approach



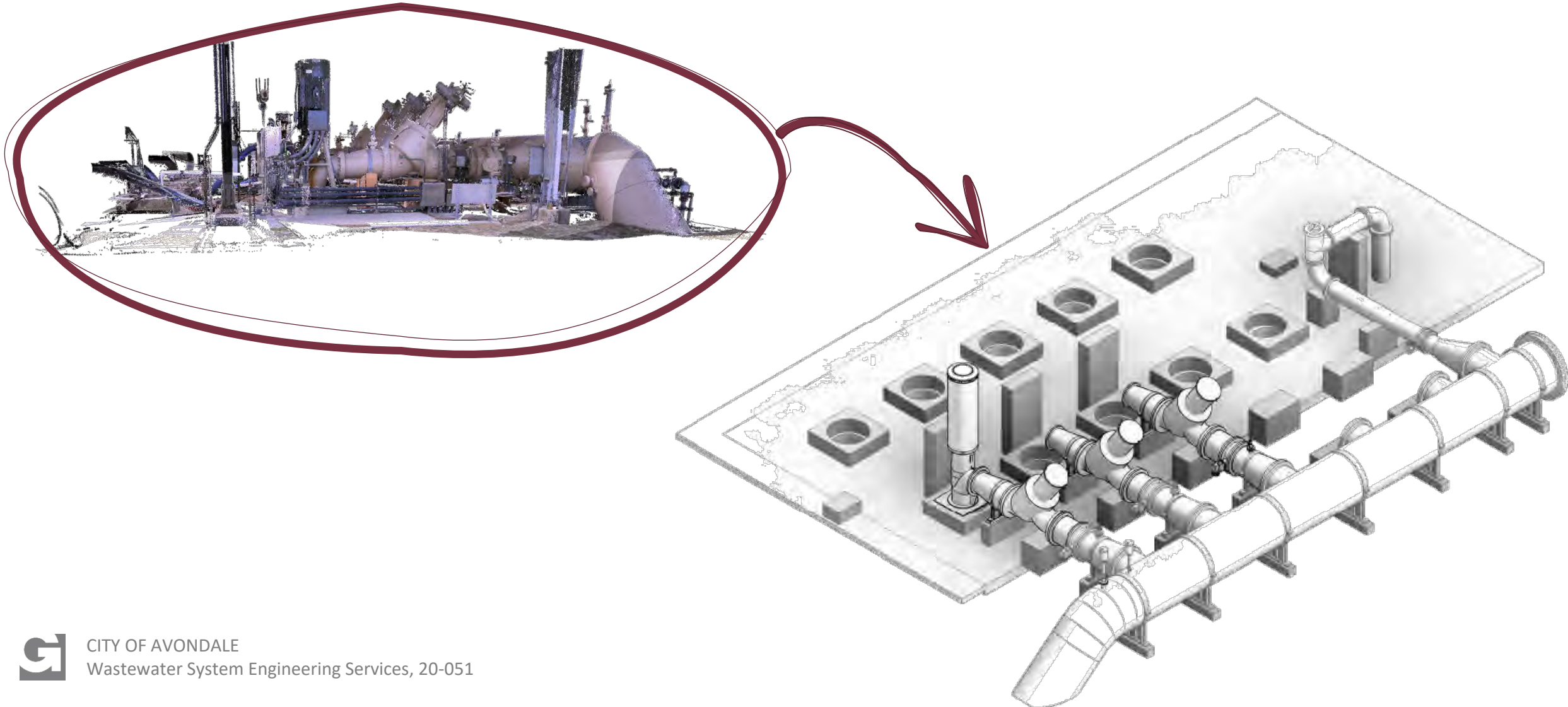
*Reduced schedule,  
cost and Avondale  
review time!*



# Our 3D design capabilities improve communications and reduce change orders



Question 3.1.  
Response



# Conflict Resolution and Management



Question 3.2.  
Response

Our up-front project management work **avoids conflicts** during the project



# Our presentation responds to your specific questions

Part 1 // Experience and Quals

Part 2 // Key Positions

Part 3 // Project Approach

**Part 4 // Garver-Specific Questions**

Wrap up/Questions





**QUESTION 1:**  
**Additional Lift Station Experience**



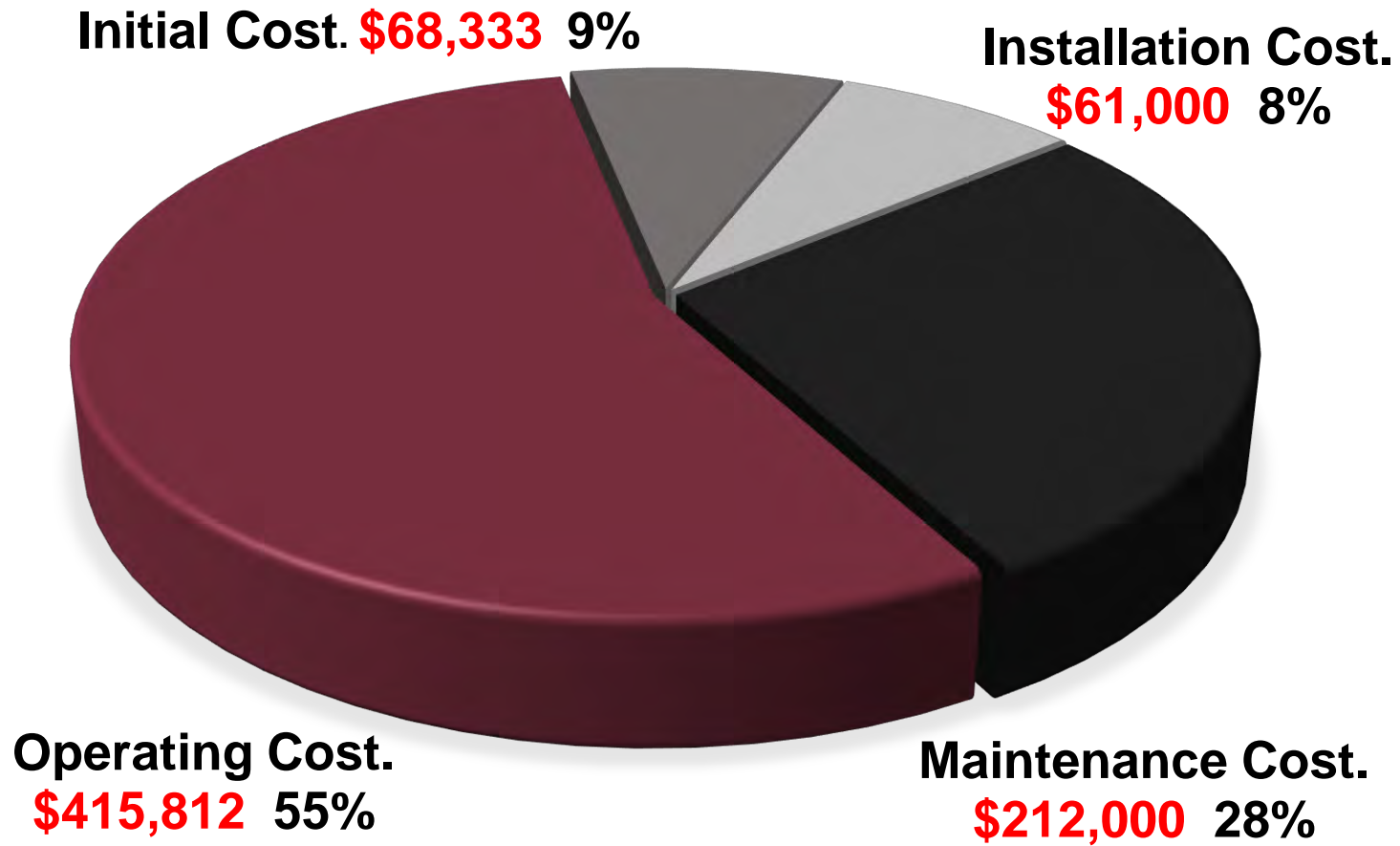
Our local pumping expert is *nationally recognized* for his lift station optimization work



# Concentrate your initial energy management efforts on the “low-hanging fruit”



Question G.1  
Response



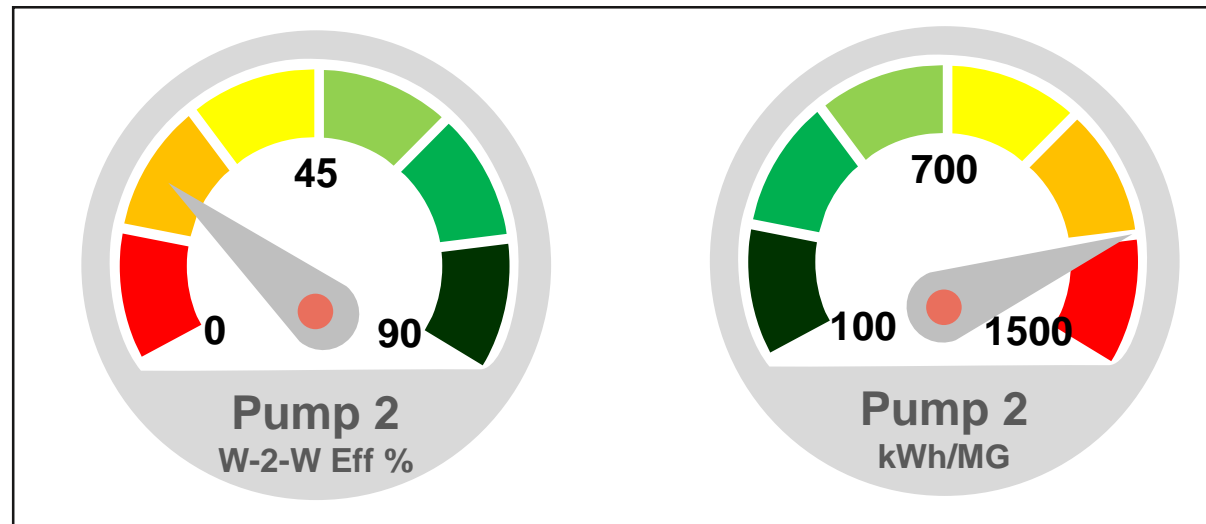
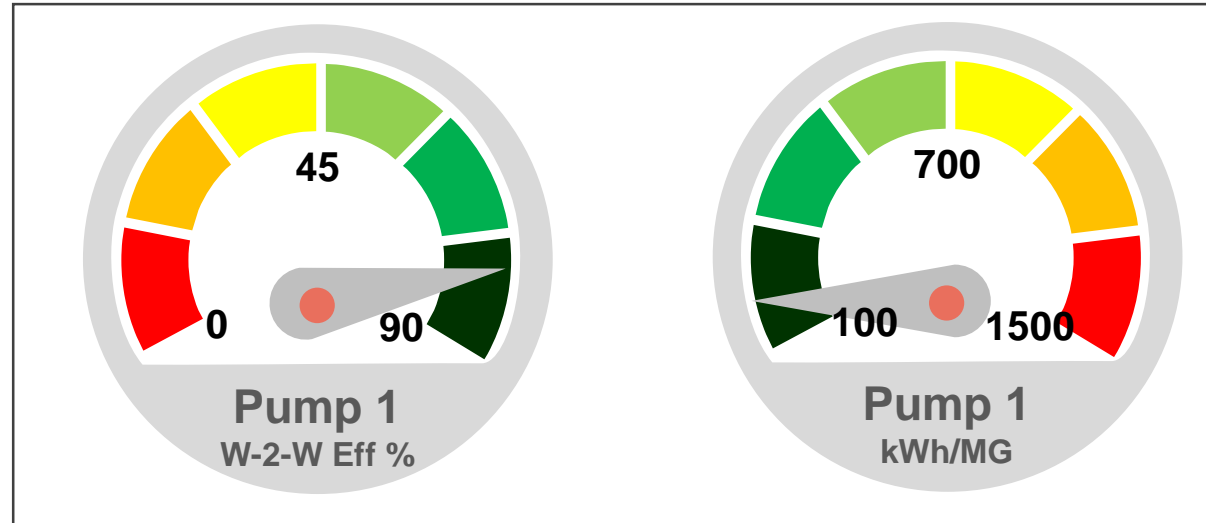
**Total 20 Year Life Cycle Cost = \$757,145**



# Tracking utilization levels with KPIs helps dial-in on pumping inefficiencies



Question G.1  
Response



# City of Phoenix Lift Station 66 Refurbishment

*City of Phoenix, AZ*



Question G.1  
Response

- Replacement of major mechanical, piping and electrical equipment
- Upgrading to biological odor control
- Replacing pneumatic valves with electrically actuated valves
- Developing construction phasing to maintain operations during construction



# City of Houston Lift Station Rehabilitation and Repair

*Houston, TX*

- Design, bidding, and construction phase services for improvements at six lift stations
- Multi-discipline assessment team
- Construction in tight footprint near homes and businesses



Question G.1  
Response

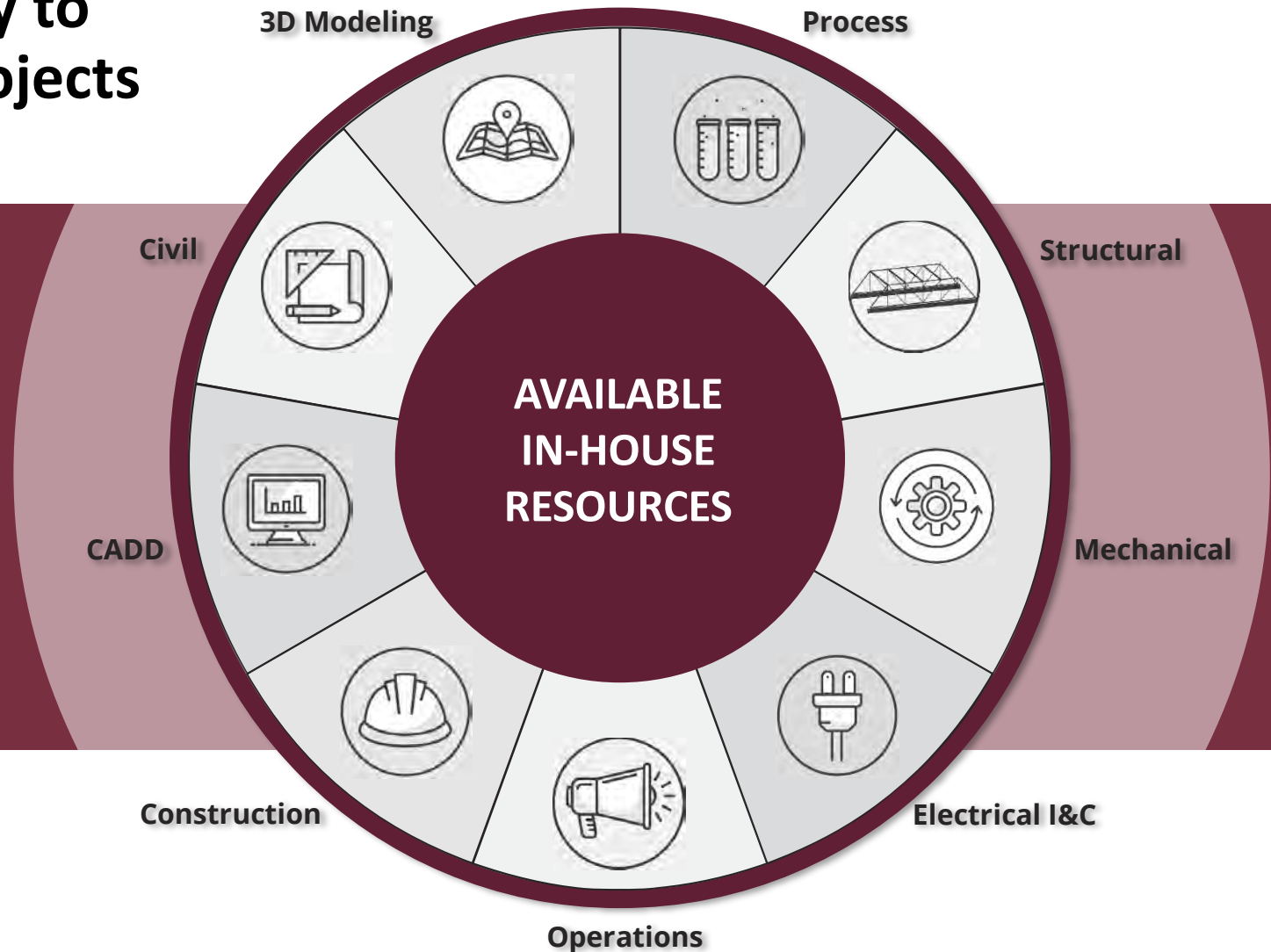




QUESTION 2:  
**Subcontractor Information**



# Garver employs an integrated team of support discipline engineers dedicated solely to water and wastewater projects



# Meet our trusted, local project partners



GARVER PREFERRED SUBCONTRACTORS						
	Kenney Aerial Mapping, Inc.	Hersey Aerni & Associates	AZTEC Engineering	Ninyo & Moore	EIC Engineers	ProPipe
Specialty	Aerial Mapping	Survey	SUE	Geotechnical	Electrical/I&C	Pipeline and Manhole Inspection
Contact Information	John Cahoon Kenney Aerial Mapping, Inc. 1125 Grand Avenue #1 Phoenix AZ 85007 602-258-6471	Allen Aerni, RLS Hersey, Aerni & Associates 5025 S. Ash Ave, Suite 3 Tempe, AZ 85282 480-897-0018	Art Mehler AZTEC Engineering 4561 E McDowell Rd Phoenix, AZ 85008 602-454-0402	Bruce Kay Ninyo & Moore 3202 East Harbor Dr Phoenix, AZ 85034 602-243-1600	Vahid Bagheri EIC Engineers 7328 East Deer Valley Rd, Suite 100 Scottsdale, AZ 85255 480-623-4130	Valerie Kielp ProPipe 4940 W Watkins Sr Phoenix, AZ 85043 480-939-3149
Projects we have partnered on within the last two years	<ul style="list-style-type: none"> <li>East Zone 1 Infrastructure Master Plan</li> </ul>	<ul style="list-style-type: none"> <li>East Zone 1 Infrastructure Master Plan</li> <li>Gilbert Sewer Outfall Structure</li> <li>Liberty Utilities Marbella PRV</li> <li>Peoria Bloom Street Waterline</li> <li>Phoenix Booster Pump Station Rehabilitation</li> <li>Phoenix Lift Station 66 Refurbishment</li> </ul>	<ul style="list-style-type: none"> <li>Gilbert Sewer Outfall Structure</li> </ul>	<ul style="list-style-type: none"> <li>Gilbert Sewer Outfall Structure</li> <li>Phoenix Booster Pump Station Rehabilitation</li> </ul>	<ul style="list-style-type: none"> <li>Liberty Utilities Marbella PRV</li> <li>Phoenix Booster Pump Station Rehabilitation</li> <li>Phoenix Lift Station 66 Refurbishment</li> </ul>	<ul style="list-style-type: none"> <li>SAWS 2018 SSORP Small Diameter</li> <li>SAWS 2019 SSORP</li> </ul>



# Garver manages our subcontractors by holding them to the same standards our clients expect from us



Question G.2



We host internal kick off meetings to clarify schedule and budget and delineate expected communication methods and frequency.



We develop task order schedules to allow for not just the project work, but an internal QA/QC review of subcontractor work as well.



We hold regular coordination meetings with subcontractors to make sure they are adhering to schedule, budget, and task order objectives



CITY OF AVONDALE

Wastewater System Engineering Services, 20-051

A black and white photograph of water splashing, with bubbles and droplets visible throughout the frame. The top half shows a large splash with a prominent peak, while the bottom half is filled with smaller, more numerous bubbles.

# QUESTION 3:

## Planning and Budgeting Assistance

# Garver regularly helps our clients achieve cost savings and budgeting success



Question G.3

## Accurate cost estimating



## Our 10-step master planning process





# LIBERTY UTILITIES GOLD CANYON AND EDO MASTER PLANS

*Pinal County, AZ*

- Existing and future flow study and evaluation
- Hydraulic modeling of multiple sanitary sewer systems
- Master Plans with CIP recommendations, including cost estimates

# TRA Central Regional Wastewater System Master Plan

*Dallas, TX*

- This 30-year master plan provided for 37 separate projects and a \$900 million CIP
- Life-cycle cost analyses and business case evaluations were key to identifying the optimum alternatives
- We achieved stakeholder buy-in through multiple workshops and constant communication



Question G.3

*Garver's budgeting and planning expertise leveraged existing assets, saving TRA \$32 million on primary clarifiers alone*



A black and white photograph of water splashing, with bubbles and ripples visible. The top half shows the water surface with larger, more defined bubbles, while the bottom half shows a dense field of smaller bubbles.

# QUESTION 4:

## Contractor Management During Construction

# Garver has experience with all alternative project delivery types, from JOC to CMAR to progressive design build

Garver helped the Trinity River Authority successfully complete their first CMAR project—a \$150 million expansion of the Central Regional Wastewater System facility in Dallas, TX.



CITY OF AVONDALE

Wastewater System Engineering Services, 20-051

**Garver has extensive experience managing contractors**, so you can remain as involved as you would like during construction



### GARVER CONTRACTOR MANAGEMENT GOALS:

- On behalf of the Owner, we keep the contractor honest and make sure the quality of work meets the design intent
- Keep your project on-schedule
- Work as an extension of your staff; doing so allows us to manage construction for you to save you time when you need it



# Our presentation responds to your specific questions

Part 1 // Experience and Qualifications

Part 2 // Key Positions

Part 3 // Project Approach

Part 4 // Garver-Specific Questions

Wrap up/Questions



Selecting  
Garver for  
your on-call  
services  
achieves  
efficiency,  
quality, and  
cost savings

**Our Arizona wastewater  
experience includes  
planning, design, and  
construction support**

TEAM EXPERIENCE

- John Malone
- Jonathon Chill
- Eric Dole
- Jeff Sober
- Andrea Odegard-Begay



Question 1.1-3  
Response



CITY OF AVONDALE  
Wastewater System Engineering Services, 20-051

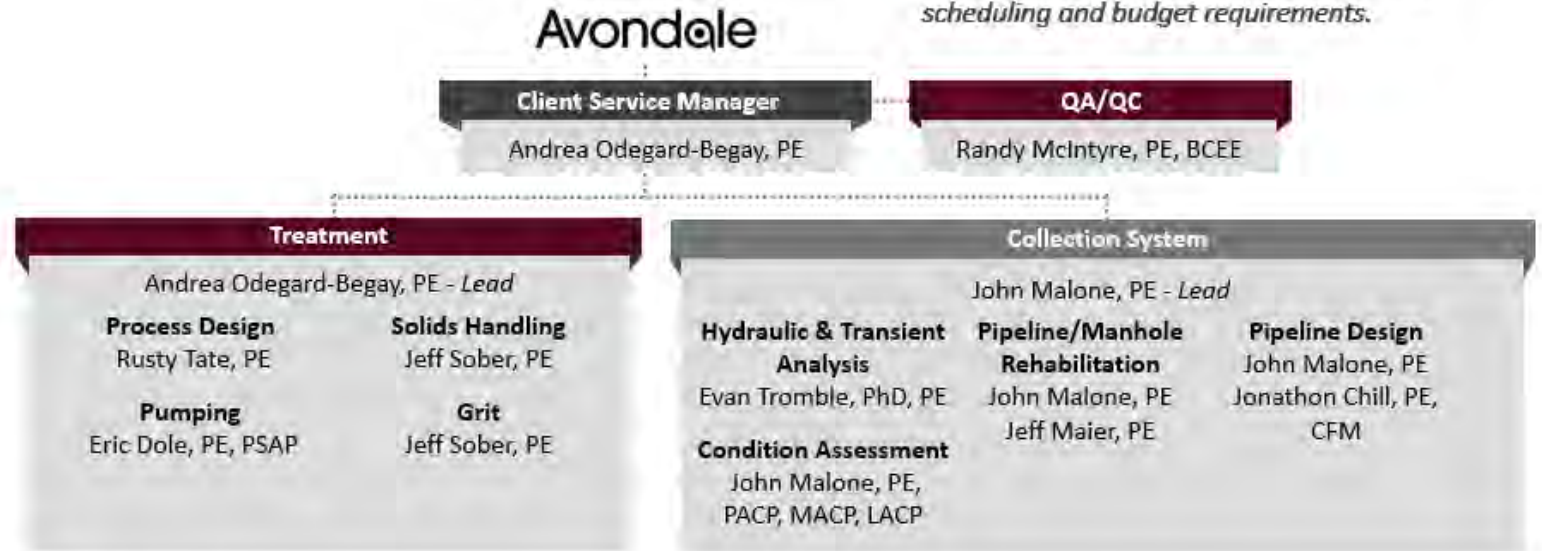


CITY OF AVONDALE  
Wastewater System Engineering Services, 20-051

Selecting Garver for your on-call services achieves efficiency, quality, and cost savings

## 2.1 Meet your key team members! **We're here when you need us.**

► Our team is supported by remote employees, which can be assigned to work from the Phoenix office to accommodate aggressive scheduling and budget requirements.



Selecting Garver for your on-call services achieves efficiency, quality, and cost savings



Question 3.1.  
Response

Our four-step process manages scope, schedule, budget, and risk



CITY OF AVONDALE  
Wastewater System Engineering Services, 20-051



CITY OF AVONDALE  
Wastewater System Engineering Services, 20-051

Simply put, **we're here**  
**when you need us.**



CITY OF AVONDALE  
Wastewater System Engineering Services, 20-051

# Avondale

## QUALIFICATIONS TO PROVIDE **WASTEWATER SYSTEM ON-CALL SERVICES**



July 2020

## FEE SCHEDULE

UPON CITY'S REQUEST, THE CONSULTANT SHALL PROVIDE A QUOTE WITH A LUMP SUM PRICE FOR A PROJECT OR A QUOTE WITH TIME AND MATERIALS, BASED ON THE FOLLOWING HOURLY RATES WITH A NOT-TO-EXCEED TOTAL PRICE. THE CITY WILL PAY THE CONSULTANT IN FULL WITHIN 30 CALENDAR DAYS OF WHEN THE SERVICE WERE FULLY PROVIDED.



## Garver Hourly Rate Schedule: July 2020 - June 2021

Classification	Rates
<b>Engineers / Architects</b>	
Project Engineer/Architect I.....	\$ 139.59
Project Engineer/Architect II.....	\$ 162.10
Project Manager I.....	\$ 196.05
Project Manager II.....	\$ 229.17
Senior Project Manager I.....	\$ 279.58
Senior Project Manager II.....	\$ 343.65
Principal.....	\$ 456.93
<b>Planners / Environmental Specialist</b>	
Planners / Environmental Specialist I.....	\$ 168.09
Planners / Environmental Specialist II.....	\$ 211.32
Planning/Environmental Project Manager I.....	\$ 262.73
Planning/Environmental Project Manager II.....	\$ 293.67
Senior Planning/Environmental Project Manager I.....	\$ 339.48
Senior Planning/Environmental Project Manager II.....	\$ 387.54
<b>Designers</b>	
Designer I.....	\$ 130.31
Designer II.....	\$ 152.22
Senior Designer I.....	\$ 181.67
Senior Designer II.....	\$ 211.32
<b>Technicians</b>	
Technician.....	\$ 101.81
Senior Technician I.....	\$ 128.95
Senior Technician II.....	\$ 157.28
<b>Construction Observation</b>	
Construction Observer I.....	\$ 122.93
Construction Observer II.....	\$ 158.20
Senior Construction Observer I.....	\$ 193.67
Senior Construction Observer II.....	\$ 238.03
<b>Management/Administration</b>	
Administrative Assistant I.....	\$ 79.90
Administrative Assistant II.....	\$ 108.55
Senior Administrator I.....	\$ 151.23
Senior Administrator II.....	\$ 192.91
Administrator Manager I.....	\$ 236.51
Administrator Manager II.....	\$ 292.71

**SAMPLE TASK ORDER/PURCHASE ORDER \_\_\_\_**  
**BETWEEN**  
**THE CITY OF AVONDALE**  
**AND**  
**GARVER, LLC**

THIS TASK ORDER \_\_\_\_ (this "Task Order") is entered into as of \_\_\_\_\_, 2020, between the City of Avondale, an Arizona municipal corporation (the "City"), and GARVER, LLC, a(n) Arkansas limited liability company ("Consultant").

**RECITALS:**

A. The City and the Consultant entered into an Professional Service Agreement, No. \_\_\_\_\_, dated \_\_\_\_\_ (the "PSA"), for Consultant to be considered for \_\_\_\_\_ . All capitalized terms not otherwise defined in this Task Order have the same meanings as set forth in the PSA.

B. The PSA contemplated the City would request Statement of Work ("SOW") for Task Orders when Work was deemed necessary.

C. The City has requested SOW, Consultant has provided, a SOW to \_\_\_\_\_ (the "Work"), attached hereto as Exhibit A consist of scope of work, fee schedule, task order schedule and deliver.

D. The Consultant shall turn in all deliverables to City Representative in the required format specified by the City within the Task Order Schedule.

**AGREEMENT**

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

1. Scope of Work; Technical Specifications and Drawings. The Consultant will perform the Work in accordance with the SOW attached hereto as part of Exhibit A.

2. Additional Services. (If applicable)

3. Period of Performance and Work Schedule. The agreed-upon period of performance for the Work will be specified in Task Order Schedule attached hereto as part of Exhibit A.

4. Compensation. The City shall pay Consultant an amount not to exceed \$ \_\_\_\_\_ for the Work at the rates set forth in the Fee Schedule of applicable unit prices, attached hereto as part of Exhibit A.

5. Construction/Demolition Phase. In addition to the Agreement Article 4. Section 6, should consultant approve progress payments to the contractor in excess of the value of the work performed, and the contractor defaults. Leaving insufficient funds to complete the work, the Consultant shall reimburse the city for the difference between the amount of the progress payment actually approved and the amount which should have been approved.

6. Construction/Demolition Phase. In addition to the Agreement Article 4. Section 6, if any portion of the work is covered, based on approval of the Consultant, without the City's and building official's inspection and approval, the city's representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, the Consultant shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the contractor shall bear the cost of uncovering, repairing, and covering the work.

7. Allowances. A list of allowances related to the Work and a statement of their basis is attached hereto as part of Exhibit A.

8. Assumptions. A list of the assumptions and clarifications made by the Consultant in the preparation of the SOW is attached as part of Exhibit A.

9. City Representative. The City Representative who will accept the completed Work is \_\_\_\_\_.

10. Acceptance Period. The time limit for acceptance of the SOW is 60 days unless extended by mutual, written agreement of the City and the Consultant.

11. Effect of Task Order. During the term of the PSA, the Consultant shall perform the work after issuance of a Task Order, all terms and conditions of the PSA shall remain in full force and effect in this Task Order. In the event of any inconsistency, conflict or ambiguity among the terms of this Task Order, any amendments, the Statement of Work, Task Order, Purchase Order, the Fee Schedule, the contract clauses in PSA and the Consultant's SOQ, the documents shall govern in the order listed herein.

12. Non-Default. By executing this Task Order, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Task Order, under any of the terms or conditions of the PSA, including any Task Orders related thereto, and (ii) any and all Consultant claims, known and unknown, relating to the PSA or any related Task Order and existing on or before the date of this Task Order are forever waived.

13. Conflict of Interest. This Task Order and the PSA may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed Task Order No. X as of the date and year first written above.

**“City”**

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Charles A. Montoya, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Marcella Carrillo, City Clerk

**“Consultant”**

Garver, LLC,  
a(n) Arkansas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
TO  
TASK ORDER \_\_\_\_  
TO  
TASK ORDER CONTRACT  
BETWEEN  
CITY OF AVONDALE  
AND  
GARVER, LLC

[SOW]

See the following pages.