

**AGREEMENT FOR
WET WEATHER MONITORING AND STORMWATER SAMPLING
City of Glendale Solicitation No. RFP 25-06**

This Agreement for Wet Weather Monitoring and Stormwater Sampling ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and NV5, Inc., a California corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the ____ day of _____, 2025.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 25-06 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$250,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 Representatives.
 - a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:
NV5, Inc.
c/o Byron Schneid
1 W Deear Valley Road, Ste 305
Phoenix, AZ 85027
byron.schneid@NV5.com
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Megan Sheldon
7070 W. Northern Ave.
Glendale, Arizona 85303
(623) 930-4115

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
18. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

NV5, Inc.,
a California Corporation



By: Byron Schneid
Its: VP, Environmental Services

EXHIBIT A
WET WEATHER MONITORING AND STORMWATER SAMPLING
PROJECT

Contractor shall provide services per RFP 25-06, attached below.



City of Glendale
Solicitation Number: RFP 25-06 / 42500015
WET WEATHER MONITORING AND STORMWATER
SAMPLING

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

1. INTRODUCTION

The City of Glendale (City) is the sixth largest city in Arizona consisting of approximately 66 square miles. Glendale is one of the five major cities comprising the greater Phoenix metropolitan area, Arizona's economic, political and population center. The City was founded in 1892 and incorporated in 1910. Glendale's population is over 250,000.

The City of Glendale Water Services Department is dedicated to improving the lives of the people they serve. The City is committed to excellence and has pride in the service provided and is looking for vendors who share that commitment.

The City is soliciting Requests for Proposals from qualified Contractors for wet weather monitoring and stormwater sampling services for outfalls designated by the City.

2. OBJECTIVES

This project aims to monitor stormwater quality, measure compliance with regulatory requirements, and collect data to improve stormwater management practices. Contractor(s) shall provide stormwater quality data monitoring for the City of Glendale Water Services Department. Contractor shall comply with the requirements specified in 40 CFR 122.26, incorporated by reference in A.A.C. R18-9-A905. The contractor will also comply with the requirements of the City's current MS4 permit, which is posted at:

<https://www.glendaleaz.com/cms/one.aspx?portalId=15209085&pageId=15330007> under the Stormwater Tab.

3. SCOPE OF WORK

Contractor shall:

- a. Perform work at five permit-specified urban monitoring stations in the City of Glendale.
- b. Mobilize quickly to capture stormwater samples during pre-identified wet weather events.
- c. Collect rainfall, runoff and stormwater quality data to characterize stormwater quality for qualifying storm events (0.2 inches or more and resulting in a discharge). Stormwater samples shall be collected from qualifying storm events and at least 72 hours after a previous qualifying storm event.
- d. Collect and analyze samples in accordance with EPA-approved methods twice annually for each of the sites. One sample shall be collected from each location during the winter months (November 1 - May 31) and one sample shall be collected from each location during the summer months (June 1 - October 31).
- e. Conduct all sampling over the first three hours of the discharge, or for the entire discharge period if the discharge lasts less than three hours.
- f. Be responsible for setting up the sample bottles at the station prior to a rain event.



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- g. Collect grab (discrete) samples at the site by sampling personnel as soon as possible after the beginning of the storm event. To the extent practical, the sample shall include the “first flush” (first 30 minutes of storm event discharge) of a qualifying storm event. Automatic samplers already installed at the sites will collect the flow-proportional composite samples. Field analyses of stormwater samples include pH, temperature, flow rate, specific conductance, and dissolved oxygen.
- h. Immediately notify City Representative if any monitoring station is in disrepair or conditions (i.e., excessive vegetation) impede the sampler’s ability to collect the samples.
- i. Notify City Representative if adverse climatic conditions prohibit the collection of samples (i.e., local flooding, electrical storms, etc.).
- j. Transport samples to a Glendale-contracted laboratory that will analyze and report the concentrations of pollutants discharged from the drainage basin. Contractor will follow all laboratory protocol for sampling of the analytes listed in the MS4 permit.

3.1 QUALITY CONTROL Quality assurance and quality control for stormwater samples will consist of concurrent replicate samples, equipment blanks, and VOC trip blanks. Concurrent replicate samples will be collected at one site per year. This site will be chosen on a rotating basis. The replicate sample collected will be analyzed for the same constituents as the stormwater samples. Trip blanks will accompany any VOC samples to check for contamination in the sampling process and in shipment to the lab.

Workload described represents the City’s best estimate of current requirements. There are no guarantees implied or warranted. Quantities shall not bind the City to accept nor require the City to pay for services exceeding actual need nor for any items for which funds are not available. No Contractor shall be guaranteed any minimum or maximum amount of work.

3.2 EQUIPMENT

- a. Ensure that sampling equipment is properly maintained and calibrated.
- b. Maintain and keep vehicle in a safe and mechanically sound working condition.
- c. All vehicles and equipment shall display the company’s name and phone number.
- d. All vehicles must have lighting in accordance with the 2007 City of Phoenix Barricade Manual. All trucks and other equipment must follow all applicable federal, state and local rules and regulations.
- e. Downtime will not be paid by the City of Glendale if the Contractor’s vehicle/equipment is disabled or broken down while in the performance of any work for the City of Glendale. This includes but is not limited to field meter(s) for pH, specific conductance, etc. The equipment must be



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calibrated in accordance with manufacturer recommendations with records provided as part of the field documentation.

- f. Contractor shall not place and/or use equipment in such manner as to block vehicular traffic lanes or create safety hazards. Contractor shall be responsible for all appropriate warning devices.
- g. The City will not provide storage space for Contractor's vehicles, materials, supplies or equipment.
- h. Vehicles and equipment shall have all necessary tools needed to perform the assigned work.

3.3 REPORTS

A summary of each sampling event will be provided to the City of Glendale within ten business days of each event. The summary shall include:

- Station status
- Chain of custody forms
- Calibration and maintenance records for equipment
- Field parameters, rainfall, and runoff data
- Storm hydrographs

Contractor will provide reports by November 1 (Summer wet weather season) and June 1 (winter wet season) of each year. The June 1 report is especially important as it provides information used in the annual report which is due to ADEQ by September 30 of each year.

3.4 CONTRACTOR RESPONSIBILITIES

Contractor shall provide all equipment, materials, supplies and personnel necessary to obtain stormwater samples and deliver them to the contracted laboratory in a timely manner.

Contractor shall be responsible for the following:

- Complying with all federal, state and local laws, regulations, statutes, codes, etc. Contractor will obtain any required permits.
- Providing all necessary safety equipment.

Contractor shall provide City Representative with completed chains of custody before invoicing City of Glendale. In addition, pH, flow rate, and temperature will be forwarded to City of Glendale upon receipt.

3.5 PERSONNEL

Contractor shall provide all management, supervisor, and labor necessary for efficient and effective management of this contract. Contractor shall designate a supervisor to monitor this contract who can communicate with the city's representative in English. Contractor shall act and work in a professional manner as to not bring undue criticism or embarrassment to the City.



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The Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employees, from work under this contract.

3.6 SAFETY. Safety vest or high visibility clothing that meets ANSI Class II or better must be worn by contractor's employees at all times while working on traffic areas.

3.7 DELIVERY REQUIREMENTS. Contractor must be able to provide services on an as-needed, on-call basis. This includes the provision of services after-hours, on weekends, and on holidays.

3.8 INVOICE AND PAYMENT (INVOICE AUTHORIZATION). The City of Glendale Representative and Contractor will agree upon work requested and clarify any questions and concerns prior to work starting. A City of Glendale employee will review the Contractor's work related to each sampling event.

- a. The Contractor will submit an invoice to the City of Glendale Representative for completed work.
- b. The City of Glendale will require the Contractor to provide an invoice that reflects the quantities and dollar amount provided to the Contractor by the City of Glendale Representative.
- c. City of Glendale Representative will compare invoice authorization to Contractor invoice and approve payment for work authorized.
- d. The costs associated will be billed to the City of Glendale:
 - Collecting samples twice annually at five urban sites;
 - Maintaining monitoring stations
 - Supplies
 - Vehicles
- e. The City of Glendale will also be billed for any pre-approved equipment repair or replacement costs. Cost for sample analysis are not to be included in the proposal.

3.9 MONITORING LOCATIONS

Outfall to a drainage channel to Skunk Creek, near 70th Dr
Outfall to Skunk Creek, near 79th Ave
Outfall to the Arizona Canal Diversion Channel, near Acoma Dr
Outfall to New River, near Orangewood Ave
Outfall near Olive Ave and 67th Ave



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4. HOW WE CHOOSE

4.1 SCORING RESPONSES

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- o 35% Experience, proven performance, and qualifications
- o 30% Method of Approach
- o 15% Capacity of Offeror
- o 20% Cost

4.2 EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

4.3 PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

4.4 INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

4.5 ADDITIONAL INVESTIGATIONS: City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

4.6 BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

4.7 PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

4.8 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD: Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found [here](#).

4.9 WITHDRAWAL OF PROPOSAL: Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the



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City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

4.10 OFFER ERRORS OMISSIONS AND CORRECTIONS: City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.

4.11 COMPETITIVE NEGOTIATIONS: City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

4.12 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS: City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.



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- 4.13 PROPRIETARY INFORMATION** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

4.14 SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal		Complete (✓)
Submission Requirements		
OFFER SHEET (Response Workbook)		
Offeror Name		
Offeror Address		
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS		
2. METHOD OF APPROACH		
3. CAPACITY OF OFFEROR		



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4. COST (Must be submitted in a separate electronic file)	
COMPLETED PRICING WORKBOOK	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.	

4.15 SUBMISSION REQUIREMENTS

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.



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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service__v_s_s_ (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. PRE-OFFER CONFERENCE A Pre-Offer meeting will be held at **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.



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From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Silent Period”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor’s employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor’s personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- i. “Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- ii. “Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5. INQUIRIES

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **FIVE days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as



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such; otherwise, it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

6. SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

8. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.



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11. NO CONSIDERATIONS

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

12. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13. KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

14. SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: [Standard Terms and Conditions](#)

1. TYPE OF AWARDS

The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

2. ALTERNATE OFFERS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3. EFFECTIVE PERIOD OF OFFER Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

4. PAYMENT TERMS If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

5. UNIT PRICE TO PREVAIL In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

6. OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.



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- 7. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 10. TERM**
The term of the resultant contract shall be for a one (1) year initial term. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement for an additional four (4) years.
- 11. OPTION TO EXTEND**
Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- 12. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 13. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the



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contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.

- 14. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 15. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 16. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 17. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.



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- 18. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
- 19. REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 20. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 21. TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 23. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
- 24. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of Ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.



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- 25. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 26. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at <https://www.glendaleaz.com/your-government/city-finances/procurement/notice-of-intent-to-award>. Untimely protests will not be considered.
- 27. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 28. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 29. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 30. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 31. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 32. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.
- 33. LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify,



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defend and hold the City harmless from any claim or loss arising from such damage or injury.

- 34. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 35. PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
- 36. VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.
- 37. PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

- 38. FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.



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- 39. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 40. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 41. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 42. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 43. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:



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- a. Establishing and maintaining records and documentation
- b. Monitoring the contractor's performance
- c. Handling issues and disputes
- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations

44. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

45. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.



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- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation addenda, or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

- 1) INSURANCE REQUIREMENTS.** Offeror shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. Offeror is free to purchase such additional insurance as Offeror determines necessary.

- a) Minimum Scope and Limits of Insurance:** Offeror shall provide coverage with limits of liability not less than those stated below.

i) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- (1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*”** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

- (2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

- ii) Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)**



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Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$1,000,000.

- (1) The policy shall be endorsed to include the following additional insured language: "The City of Glendale and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Offeror, involving automobiles owned, licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required by this license.
- (2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the Offeror. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the "**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**" for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Fidelity Insurance (Crime Bond)

- (1) The policy shall be issued with minimum limits of \$1,000,000.
- (2) The policy shall include coverage for all directors, officers, agents and employees of the Offeror.
- (3) The policy shall include coverage for third party fidelity.
- (4) The policy shall include coverage for theft.
- (5) The policy shall contain no requirement for arrest and conviction.
- (6) The policy shall cover loss outside the premises of the Named Insured.
- (7) The Department shall be endorsed (Blanket Endorsements are not acceptable) as a Loss Payee as our interest may appear.

v) Professional Liability (Errors & Omissions) – no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Should include coverage for



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Plan administration and fiduciary administrative duties. Full description of the E&O Coverage provided.

Errors & Omissions are written as Claims Made Policies. If any of the policies provide coverage on a claims-made basis the following shall apply:

- (1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- (2) Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
- (3) If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work

vi) Cyber Liability – with limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims-made basis a Retroactive Date must be shown as indicated item v) above.

vii) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements



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- (5) stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants). If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.

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Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: NV5, Inc.

OFFEROR ADDRESS: 1 West Deer Valley Road, Suite 305, Phoenix, AZ 85027

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OFFER SHEET (Must be printed, signed and returned upon completion)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

10/24/2024

Date

NV5, Inc.

Legal Company Name

Byron Schneid

Printed Name (Authorized Signatory)

VP, Environmental Services

Job Title

Offeror Certifies it is a (check only one):

☐ Proprietorship ☐ Partnership ☒ Corporation

Byron.Schneid@NV5.com

Email Address

1 West Deer Valley Road, Ste 305

Mailing Street Address

(602) 377-1681

Phone Number

Phoenix, AZ 85027

City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Contact Name

Phone Number

Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 94-2706173

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☐ Yes, Number ____ Tax Rate: ____ **OR** ☒ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

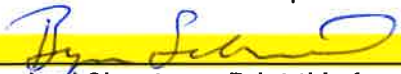
☒ No, I do not have a conflict of interest ☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

☒ Exhibit 1 – Special Notices

☒ Exhibit 2 – RFP Standard Terms and Conditions

☒ Exhibit 3 – Insurance Requirements


Authorized Signature - Print this form and sign above

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REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. EXPERIENCE AND QUALIFICATIONS

- 1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

NV5 is a provider of technology, conformity assessment, and consulting solutions for public and private sector clients supporting infrastructure, utility, and building assets and systems. NV5 primarily focuses on six business verticals: Testing, Inspection & Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings & Owner Representation; and Geospatial Technology.

With more than 100 offices nationwide and abroad, NV5 helps clients plan, design, build, test, certify, and operate projects that improve the communities where we live and work.

As engineers, inspectors, program managers, and environmental professionals, we play a significant role in shaping our communities through the services we provide. From certifying and designing the water systems we rely on, streets and bridges our kids use to get to school, buildings and resorts we enjoy, and the electricity/gas we use to power our homes and businesses; to testing materials used in high-rise buildings and responding to environmental disasters; our everyday decisions make lasting impacts. NV5 takes pride in helping our clients develop and deliver cost-effective, sustainable projects that improve lives in our communities. Our combined capabilities bring effective solutions to complex issues.

Through our Environmental Health Sciences vertical, we resolve complex regulatory, environmental, and safety compliance challenges on behalf of our clients, to protect people, property, and natural resources. Most projects carry an environmental footprint that necessitates regulatory permit compliance. At NV5, we collaborate closely with clients to identify focused and effective regulatory strategies to achieve project objectives. Our goal is to highlight the environmental constraints, schedule consequences, and cost implications associated with project

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implementation. NV5 provides expert assistance with regulatory compliance matters that often are complicated and time-consuming. We deliver solutions to the most challenging regulatory compliance processes.

Our staff includes registered engineers, geologists, hydrogeologists, biologists, archeologists, inspectors, auditors; and certified industrial hygienists, safety professionals, indoor environmental consultants, and health physicists.

NV5's Water Quality and Permitting Services professionals use their experience and innovative technologies to provide our clients with permit compliance support for over 25 years, and include:

- Licensed professional engineers
- Certified Professionals in Storm Water Quality (CPSWQs)
- Qualified Industrial Stormwater Practitioners and Trainers of Record
- Certified Professionals in Sediment and Erosion Control (CPESCs)
- Qualified Stormwater Pollution Prevention Plan (SWPPP) Developers
- Qualified SWPPP Practitioners (QSPs)

Through consulting, staff augmentation and training, we assist public agencies, private industry, and developers in managing their stormwater programs and regulatory compliance.

Our Phoenix office provides collaborative consulting services in water resources; hydrology; hydrogeology; water quality; water education; Clean Water Act (CWA), Arizona Pollution Discharge Elimination System (AZPDES) stormwater permits, and Section 401 and 404 permits; site assessment; soil, vapor, drinking water and groundwater sampling; site remediation; Brownfields redevelopment; hazardous materials and waste management; environmental and engineering program development; regulatory-related applications and plan preparation; and agency negotiations.

NV5 personnel have serviced numerous clients in the Valley and across Arizona with respect to AZPDES compliance with Phase I and Phase II MS4 permits, general permits and individual permits. MS4 permittees include:

- City of Glendale
- Arizona Department of Transportation (ADOT)
- City of Scottsdale
- City of Phoenix Aviation
- Town of Youngtown

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NV5 has developed a relationship with City of Glendale personnel as the service provider under the current contract and is familiar with their functions and needs. We also are familiar with each of the sampling stations, since each has unique characteristics. We have adapted our services to match these characteristics that include pushing the limits of equipment functionality, mitigating potential vandalism, remote data retrieval when cell service is inconsistent, clogging of rain gauges by bird droppings, where illicit discharges are likely to be documented, etc.

- 1.2. Offeror shall provide names and years of experience and qualifications of key personnel, names of any subcontractors used and years of experience.

Principal in Charge - Byron Schneid, RG (32 years): City of Phoenix Aviation, ADEQ, DOE-WAPA, BLM, ADOT, ADOA, ADEMA, ExxonMobil, etc.

Project Manager - Kirk Creswick, RG (34 years): Arizona Department of Transportation, City of Scottsdale, City of Phoenix Aviation, Town of Youngtown, etc.

Technical Advisor - David Renfrew (28 years) - County of San Diego, Port of Long Beach, Los Angeles International Airport (LAX), etc.

Please see the attached resumes for Key Personnel. Additional resumes available upon request.

NV5 does not anticipate the use of subcontractors for routine activities; however, Western Environmental Equipment, Inc. (WEEI), as the regional representative for ISCO equipment, may be used for specialized repair services.

- 1.3. Offeror should provide details of projects undertaken that are of similar nature and size based on the City's Specifications.

ADOT: During 2016-2020, NV5 was ADOT's consultant for monitoring and sampling at five MS4 stations across Arizona and five ADOT maintenance yards. ISCO autosamplers also were used for the ADOT facilities, but included refrigerated units. Passive Nalgene samplers were deployed for grab sampling at the maintenance yards. Approximately the same suite of pollutants of concern as were sampled as for the Glendale MS4 permit, with equivalent holding time constraints, despite the remote distance of some locations from analytical laboratories.

City of Phoenix: NV5 assisted City of Phoenix Aviation with stormwater projects including permit-driven quarterly inspections and a 30-minute

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response to a rainfall event for a Stormwater Multi-Sector General Permit (MSGP). In 2016, NV5 completed wet weather inspections at Phoenix Sky Harbor, Goodyear and Deer Valley Airports in accordance with the City's Stormwater Pollution Prevention Plans (SWPPs) for the respective airports. Inspections were coordinated with the COP Aviation Department to ensure that all facilities received the necessary inspections. NV5 completed about four dozen tenant facility inspections at these three airports within 24 hours of qualifying rain events. Airside work at Sky Harbor was done at night, during times of reduced flight operations. NV5 also provided quality assurance/quality control reviews for the final product.

Town of Youngtown: In 2022, NV5 assisted the Town of Youngtown, a Small MS4 Community, to comply with their permit sampling requirements. NV5 assisted in the selection of three designated sampling sites, installed passive sampling equipment, and successfully conducted sampling of the first qualifying storm event.

City of Carlsbad, California: These projects include, the monitoring and assessment of the water quality and quantity of discharges from the City of Carlsbad MS4, pollutant source and/or stressor identification, conformance assessments of water quality improvement strategies. NV5's scope of services also includes implementing non-storm water persistent flow MS4 outfall discharge monitoring, dry weather special study monitoring, Illicit Discharge Detection Elimination investigations, MS4 outfall visual observations, and assessment and reporting of the monitoring programs.

Port of Long Beach: NV5 performed sampling at two MS4 outfalls for the Port of Long Beach during three storms per year from 2016 through 2018. We collected samples for a complex group of laboratory analyses required by the Phase I MS4 Permit and the Harbor Toxics TMDL, including bacterial analyses.

Los Angeles World Airports (LAWA): NV5 is providing stormwater monitoring, analysis, and reporting services for Los Angeles International Airport (LAX) and Van Nuys Airport to comply with California's Industrial General Permit (IGP). Sampling at LAX requires use of automated flow and sampling equipment.

- 1.4. Company Background: Include a brief history of your organization including the past performance on project of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.

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The NV5 Phoenix office (formerly known as Allwyn Environmental) has been in operation since 2004. In 2015, Allywyn Environmental and its assets were purchased by NV5 (founded in 1949). In June of 2019, NV5 purchased the assets of Alta Environmental, adding to our expertise through their Southern California stormwater/water quality client base.

NV5 has the knowledge on projects of similar size and scope to successfully complete this program for the City of Glendale, and deliver results on time and within budget. Our expertise involves stormwater programs using automated samplers and discreet sampling, quality assurance/ quality control (QA/QC) sampling, laboratory delivery, data analysis and report preparation. Our client references for ADOT the City of Phoenix will attest to our level expertise and reliability during storm seasons, and our ability to meet deadlines established by the permit or the client.

NV5 understands the need for flexibility. We know that a storm can hit at any time (nights, weekends or holidays). Our staff is committed to serving all of our stormwater program clients during these times. We can respond quickly and efficiently due to preparations made during the “dry season.”

We are fully cognizant of the regulatory requirements to which the COG stormwater program must adhere. NV5 staff were involved in the initial MS4 Parts I and II applications that Valley cities made to EPA Region IX. We also were involved in the transition to Arizona primacy and the AZPDES permits. NV5 closely monitors changes at ADEQ and updates to the AZPDES MS4 program. In addition, we are current on County and City stormwater ordinances.

NV5 also is skilled at writing and following QA/QC protocol. NV5 staff updated the ADOT MS4 QA plan (QAPP) upon initiation of their sampling and monitoring program. We also recently wrote a QAPP for the monitoring of stormwater by the City of Chico, California. Both plans required review by EPA and the City.

- 1.5. Provide 1-3 valid references from those who can confirm your experience in providing the services stated within this RFP. The reference may be from governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.

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Arizona Department of Transportation, Environmental Planning
Contact Person, Title: David Mack, Industrial Stormwater Project
Coordinator

Phone #: 602.376.7935
Email Address: DMack@azdot.gov
Dates of Service: 10/12/2016 to 02/29/2020
Cost of Service: \$655,412.00
Description of Service: MS4 Wet Weather Monitoring

Town of Youngtown

Contact Person: Marty Mosbrucker, Public Works Manager
Phone #: 623.933.8286
Email Address: MMosbrucker@yountownaz.org
Dates of Service: 5/8/2023 to 11/9/2023
Cost of Service: \$8,812.88
Description of Service: Small MS4 Stormwater Sampling

Port of Long Beach

Contact Person: Dylan Porter
Phone #: 562.972.3873
Email Address: Dylan.Porter@polb.com
Dates of Service: 2022 to Present
Cost of Service: \$73,000 annually
Description of Service: MS4 Outfall Monitoring

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2. METHOD OF APPROACH

2.1. Offeror shall describe experience in conducting wet weather monitoring to ensure compliance with a Municipal Separate Storm Sewer System Permit, including documentation of field conditions and measurements, review/evaluate lab results and quality control data, prepare storm hydrographs and provide a narrative summary of storm events sampled.

NV5 has conducted the wet weather monitoring for the City of Glendale for the last five years, and has conducted similar MS4 monitoring for ADOT. Our personnel have provided similar services for the City of Scottsdale.

Prior to the beginning of each wet season, NV5 reviews the permit requirements for the analytes to be sampled (e.g., Years 1-3 or Year 4 list). NV5 coordinates with the City's selected analytical laboratory to procure the appropriate sample bottles. Additionally, NV5 examines the analyte list for evaluate for potential interferences from sampling material (Year 4 analyses are recommended to be sampled with Teflon-lined tubing). Operations and maintenance (O&M) is performed at least semi-annually and documented. Sampler programming is optimized to ensure that a minimum qualifying storm will result in a complete composite sample, as well as optimal coverage for storms potentially exceeding a minimum qualifying storm. A system self check is run on the samplers. Sample volume calibrations are performed at each station. Rain gauges are inspected to ensure they are not clogged with debris from birds, etc. Outfalls also are inspected to ensure sample intakes and flow sensors are free from debris. Battery health is checked and solar panel function is confirmed. Composite sample containers within the sampler are decontaminated.

NV5 monitors the weather forecast for potential storms in the Glendale area. When a potential qualifying storm is evident, NV5 will ensure a sampling team is available and prepared for storm response. NV5 personnel will monitor SMS alerts from the samplers as well as the Flood Control District of Maricopa County ALERT Data Map to follow a storms progress and evaluate the potential for a qualifying event. SMS status checks are used to establish that samplers are in communication with the network and can transmit sampling progress notifications.

When a qualifying event is imminent, the field team will mobilize. Office support during the event will monitor samplers using Flowlink Water Data Management software to direct the field team to samplers that have indicated a qualifying event. Assuming sample hold times will allow a grab sample to be submitted to the laboratory within the allocated timeframe, grab samples will be collected first and submitted to the laboratory, before returning to the field to collect composite samples (assuming qualifying storms at each station). Samples are collected following the City's standard operating procedures for stormwater sampling. A field data sheet is completed for grab samples documenting the field parameter

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measurements and flow conditions at the time of grab sampling. These field sheets will be forwarded to the City within a day of successful sampling.

Samples are transported to the City's selected analytical laboratory, and submitted under chain-of-custody.

In the event a complete composite sample could not be obtained, NV5 empties/cleans the sampler and resets the program. If the storm event was a qualifying event, the program is adjusted to have a 72 hour delay from the end of the previous event as required by the permit. Sampling narratives are emailed to the City, documenting successful sampling or evaluations of unsuccessful sampling events.

In the event that a qualifying event does not occur, NV5 monitors sampler and sampling location conditions as needed to ensure sampler readiness.

Under the current contract, laboratory results are sent directly from Legend Technical Services, Inc., to the City of Glendale. NV5 does not have the opportunity to review/evaluate lab results and quality control data. However, NV5 would be happy to assist the City with their QA/QC needs.

NV5 prepares hydrographs for each sampling station for each storm event, as well as providing monthly hydrographs for each station. The storm hydrographs are typically submitted within a few days of the successful sampling event to allow the City time for review and then include with laboratory results in their submittals to ADEQ.

2.2. Would the above task be completed in-house or by a subcontractor?

NV5 Phoenix personnel perform labor associated with sampling, routine O & M, data download and processing and most non-routine repairs (solar controller replacement, rain gauge repair, vandalism repairs). Repairs requiring assessment or replacement of specific sampler components (e.g., circuit boards) are generally coordinated through Western Environmental Equipment Company (WEECI), the regional representative for ISCO equipment.

2.3. Describe experience maintaining samplers similar to the City's equipment (ISCO 6712 portable sampler)?

NV5 has been operating and maintaining these specific Glendale samplers since they were installed and through the last five years. NV5 also used this model of sampler for ADOT stormwater sampling from 2016 to 2020.

NV5 has performed programming of each of the five stations in the Glendale MS4 system to collect a representative composite sample for a minimum qualifying

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storm event (0.2 inches of rain resulting in flow to be sampled over a three hour period) while also attempting to provide the optimal sampling coverage for storms of greater intensity. The parameters for achieving the optimal coverage are based on basin-specific responses to a qualifying storm. Flow pacing is the parameter that typically is adjusted to ensure appropriate sample coverage and volume, but other parameters such as sample aliquot size and number of sample aliquots may have to be adjusted to account for programing limitations in the software. Once programming is "dialed in" it only needs adjusting to account for additional sample volume during fourth year sampling.

NV5 has programmed the flow modules to provide accurate flow data based on the size and shape of the conveyance, and the height and velocity of the water in the conveyance.

NV5 has programmed the samplers to communicate the status of the samplers during sampling and to respond to remote commands via cellular modem (SMS) using the Verizon network. NV5 also can download sampler data remotely though direct connection with the samplers.

NV5 has performed routine replacement of both sampler pump and intake tubing, including installation of Teflon-lined tubing for fourth year sampling (required due to potential interference with some analytes from polyethylene tubing). Sampler pump tubing replacement is based on number of pump cycles, which varies with intake tubing length. NV5 uses the sampler monitoring system to specify the maximum interval for replacement, and performs visual inspections to determine is earlier replacement is warranted.

NV5 has adjusted flow sensor positioning to best measure flow while also protecting the sensor from potential vandalism.

NV5 has replaced multiple solar controllers with two being upgrades.

3. CAPACITY OF OFFEROR

3.1. Describe qualified staff, including environmental scientists and field technicians.

Byron Schneid, RG, has 32 years of experience in environmental consulting with the last 10 years as a Principal, the last 20 years as a Senior Geologist and the last 30 years as a Project Manager. He has extensive site investigation, remediation and APP compliance experience. Mr. Schneid also has over 30 years of field experience, including operations, maintenance and troubleshooting of remote remediation and monitoring equipment. Throughout his career, Mr. Schneid has successfully facilitated client interactions with regulators, and produced a wide spectrum of regulatory reports, workplans and other documentation in support of those efforts.

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Kirk Creswick, RG, has 34 years of experience in the areas of hydrogeology, permitting, compliance assistance, remediation, and geology. Mr. Creswick has assisted clients with permitting and compliance under APP, NPDES/AZPDES, RCRA and Mined Land Reclamation programs. With 29 years of private practice as well as over four years with the Arizona Department of Environmental Quality (ADEQ), Mr. Creswick has a broad base of environmental experience and knowledge on which to draw when assessing environmental issues both from a technical and regulatory point of view. In addition, Mr. Creswick has completed investigation and remediation of contaminated sites under a wide variety of environmental conditions and contaminants using both conventional and innovative technologies, as appropriate for the site conditions.

Mr. Creswick has been the Project Manager and Senior Technical Lead on the current Glendale Stormwater contract since 2019, and has provided similar services for multiple other MS4 clients.

In addition to Project Management, Mr. Creswick leads the QA/QC program for this project and provides training to staff in that role. Mr. Creswick is responsible for hydrologic analyses of the stormwater response for each outfall basin and determines appropriate sample pacing and other parameters necessary to obtain an adequate sample volume and sample coverage for the widest range of qualifying storms. Mr. Creswick reviews field data, sampler data and constructed hydrographs prior to submittal to the City. Mr. Creswick also is available for sampling to ensure appropriate response coverage. Non-routine equipment repairs are performed by or under the direction of Mr. Creswick.

Paul Acosta has nine years of experience in environmental consulting including field sampling experience. Mr. Acosta is a Professional Geologist responsible for implementation of sampling programs in the Phoenix office. Mr. Acosta is the primary responder for storm events under the current Glendale Stormwater contract and is responsible for O&M of the sampling equipment. Mr. Acosta also is responsible for sampler data retrieval, and preparing storm hydrographs and monthly data packages. Mr. Acosta also has interfaced with ISCO and Verizon to troubleshoot modem issues after a lightning strike at the Industrial Park site.

Lauren Burokas is an Environmental Planner with over two years of experience. Ms. Burokas has field sampling experience including in collection of stormwater samples under the current Glendale Stormwater contract. She generally functions as a secondary during stormwater sampling, but is capable of functioning as the primary sampler, as needed.

Kathlene Meadows is the Natural & Cultural Resources and NEPA Lead for the Phoenix office with 33 years of environmental consulting experience. Ms. Meadows has experience in preparation of Stormwater Pollution Prevention Plans

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and in Clean Water Act compliance. Kathlene has been trained and has functioned as a backup secondary for the current Glendale Stormwater Contract.

3.2. Does your firm have staff available for collecting samples after hours and on holidays/weekends, and in rainy conditions?

Yes, NV5 has staff available to collect samples after hours, weekends/holidays and in rainy conditions. NV5 personnel have provided sampling support on many such occasions for various stormwater clients. NV5 will conduct sampling at such applicable times except in adverse conditions as prescribed in the Permit's Sampling Waiver. Note that sample hold times also bear on sampling times. Grab samples for E. Coli have a short hold time, such that samples collected before 5 AM or after 4 PM will not meet sample hold times. Laboratory response on holidays and after hours may be pre-arranged if a storm is predicted and the laboratory is given sufficient notice, though at an additional cost from the laboratory.

4. VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor's General Aggregate is only \$3,000,000

Exhibit 2 - Special Terms and Conditions
Section 37 - Performance Surety Requirements
Exception: NV5 does not hold a contractor's license in Arizona; therefore, a surety bond will not be required.

Exhibit 3 - Insurance Requirements
Section 1. a) iv) Fidelity Insurance (Crime Bond)
Exception: Since a surety bond will not be required, NV5 also will not be required to add fidelity insurance (a crime bond) to our coverages.

5. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

NV5, Inc., acknowledges receipt of Addendum #1 on 10/22/24.

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6. CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section within Exhibit 1 for required information to be included here.

NV5 does not have any conflict of interest in fulfilling the requirements of this contract.

- 7. REFERENCES FORM:** List a minimum of three (3) Arizona customers, excluding the City of Glendale (if applicable), for whom your company has provided services of a similar scope as this Request for Proposal, during the past three (3) years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed. These references may be used to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in the award.

Reference 1:

ADOT	1161 W. Jackson Street EM02 Phoenix, Arizona 85007
David Mack, CHMM, CPESC	602.376.7935
DMack@AzDOT.gov	10/12/2016 - 02/29/2020
Provide a brief summary of Services provided: MS4 Wet Weather Monitoring	

Reference 2:

Town of Youngtown	12030 Clubhouse Square Youngtown, AZ 85363
Marty Mosbrucker, Public Works Manager	623.933.8286
MMosbrucker@ypungtownaz.org	5/8/2023 - 11/9/2023
Provide a brief summary of Services provided: Small MS4 Stormwater Sampling	

Reference 3:

Port of Long Beach	415 West Ocean Boulevard Long Beach, CA 90802
Dylan Porter	562.972.3873
(Enter Contact Email Address)	2022 to present
Provide a brief summary of Services provided: MS4 Outfall Monitoring	



SOLICITATION ADDENDUM

Solicitation Number: RFP 25-06 Addendum # 1 Page 1 of 4

Solicitation Due Date: October 24, 2024, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

RFP 25-06 – WET WEATHER MONITORING AND STORMWATER SAMPLING

DELETE:

3.3 REPORTS

A summary of each sampling event will be provided to the City of Glendale within ten business days of each event. The summary shall include:

- Station status
- Chain of custody forms
- Calibration and maintenance records for equipment
- Field parameters, rainfall, and runoff data
- Storm hydrographs

Contractor will provide reports by November 1 (Summer wet weather season) and June 1 (winter wet season) of each year. The June 1 report is especially important as it provides information used in the annual report which is due to ADEQ by September 30 of each year.

REPLACE WITH:

3.3 REPORTS

A summary of each sampling event will be provided to the City of Glendale within ten business days of each event. The summary shall include:

- Station status
- Chain of custody forms
- Calibration and maintenance records for equipment
- Field parameters, rainfall, and runoff data
- Storm hydrographs

QUESTIONS:

Question 1: Should cost associated with vehicle use for sampling, etc. be included as an equipment cost in Table 1.

Answer: Yes, please include costs associated with vehicle use under the "Supplies Equipment" row of Table 1 of the Pricing Workbook.

Question 2: (Revised Question) Table 2 – Labor includes a row for "Other O&M Repair activities." Should we assume costs for non-routine equipment and supplies go under contingency in Table 1? Should non-routine labor go in "Other O&M repair activities" or in contingency?

Answer: Yes, costs for non-routine equipment and supplies should be listed under "contingency" in Table 1. Costs for non-routine labor should be listed under "Other O&M repair activities" in Table 2.



SOLICITATION ADDENDUM

Solicitation Number: RFP 25-06 Addendum # 1 Page 2 of 4

Solicitation Due Date: October 24, 2024, 2:00 p.m. (Local Time)

CITY OF GLENDALE
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5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

Question 3: Should labor and other costs not directly associated with sampling, cleaning, O&M, data download (and preparation of hydrographs) be considered contingency (e.g., construction support, technical consulting) be put in contingency?

Answer: Yes, the purpose of the "Contingency" line item in Table 1 is to capture non-routine labor, supplies, and equipment.

Question 4: Conductivity and Dissolved Oxygen are field parameters that are not required by the current permit. Should we assume they will be measured?

Answer: **Response from City:** Yes. As written in the solicitation (Section 3.g), field analyses of stormwater samples shall include pH, temperature, flow rate, specific conductance, and dissolved oxygen.

Question 5: Semiannual reporting assistance is implied in the second paragraph of Section 3.3 of the solicitation. Should we assume that has been replaced by the requirement to submit data listed in the first paragraph within 10 days of each event?

Answer: The second paragraph of Section 3.3 was an error as there is no semi-annual reporting requirement in the MS4 permit. The correct requirement is provided in the first paragraph in 3.3: "A summary of each sampling event will be provided to the City of Glendale within ten business days of each event."

Question 6: We assume a QAM (Quality Assurance Manual) will be provided to the winning responder. Your permit has no specific quality assurance requirements, but you are required to discuss them in your QAM.

Answer: A copy of the latest version of the text of the Quality Assurance Manual is provided.

Question 7: Can the City provide a summary of equipment at each sampling location?

Answer: Each sampling station is equipped with a Teledyne ISCO 6712 portable sampler and the City is responsible for the costs of cellular communication for the equipment. More equipment information is provided in the table below:



SOLICITATION ADDENDUM

Solicitation Number: RFP 25-06 Addendum # 1 Page 3 of 4

Solicitation Due Date: October 24, 2024, 2:00 p.m. (Local Time)

CITY OF GLENDALE
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Quantity	Equipment Description (Part Number)
5	6712 Full-size Portable Sampler. Includes controller, top cover, center section, base, distributor arm, two pump tubes, instruction manual, and pocket guide. Does not include bottle configuration kit. (P/N 686710070)
5	Single-bottle Configuration for 6700 Series Full-size Portable Sampler. Includes one glass 9.5 L round bottle with PTFE lined cap, tube guide, and two discharge tubes. (P/N 686700015)
5	750 Module and Low Profile Area Velocity Sensor with 25 ft. cable, measures 10 ft. level range. Cable extensions used for Arrow and ACDC stations. (P/N 686700106)
5	6712Ci modem module with 60-2004-550 dual band magnetic mount antenna. Works with Hardware revision c.O. (P/N 605324172)
5	3/8-inch stainless steel strainer, low flow. (P/N 692903138)
3	3/8-inch low-density polyethylene suction line - 100 ft. Includes tubing coupler. (P/N 681680058). Teflon suction line for 4 th year sampling.
5	674 Rain Gauge. Tips every 0.01 inch of rainfall. Tipping bucket rain gauge with 50 ft. cable and connector for use with a 4100 Series Flow Logger, 4200 Series Flow Meter, or 6700 Series/ Avalanche Sampler. (P/N 603284001)
5	Connect cable for external 12 V DC source. Six ft. cable for powering portable ISCO sampler or flow meters from an external 12 V DC source, such as an automotive or deep-cycle marine battery. Terminates in heavy-duty battery clips. For use with ISCO GLS, 3700, 6100, 6700 Series portable samplers; 4200 Series flow meters, and 150 Portable Peristaltic Pump. (P/N 601394023)
5	SPA 1629. Solar Panel with bracket, 110 watts, for use with customer supplied battery; 12 V DC or lead-acid marine battery, 100 amp-hour or greater recommended. Includes pole mount bracket and an 8 ft cable with two 5/16-inch terminal lugs for connection to lead acid battery. Replacement panels and controllers may differ. (P/N 605314629)

Question 8: Can the City provide information on operating software of the equipment at each sampling location?

Answer: The ISCO 6712 sampler uses Flowlink.



DEPARTMENT | ENVIRONMENTAL

Phoenix, Arizona

Byron.Schneid@NV5.com

602.377.1681

EDUCATION

BS, Geology and Earth Sciences,
Central Michigan University, 1987

MS, Geology, Arizona State
University, 1992

EXPERIENCE

32 years

REGISTRATIONS

Arizona Registered Professional
Geologist No. 29832 since
12/20/95, Expires 12/31/25

Wyoming Professional Geologist
No. PG-2523, since 5/15/97,
Expires 12/31/24

AFFILIATIONS

Arizona Hydrologic Society (AHS)

Environmental Professionals of
Arizona (EPAZ)

* = indicates a project that was
performed while employed at a
different firm.

Byron D. Schneid, RG

Vice President, Environmental Services - Arizona and New Mexico

Mr. Schneid has 32 years of environmental experience including management of projects for Federal, State, County, Municipal and Native American agencies; and industrial, commercial and private clients since 1994. His responsibilities have included writing proposals, contracts, and subcontracts; budget setup, tracking, and invoicing; client and regulatory interface; producing a wide spectrum of regulatory reports, workplans, and ESAs. Mr. Schneid has trained, supervised, and mentored many scientists, engineers, technicians and drafters. He also has over 30 years of field experience performing geologic and geotechnical surveys; soil, groundwater, and soil vapor sampling; in-situ chemical oxidation; UST system excavations; and the installation, operation and maintenance, and decommissioning of remediation equipment.

Project Experience

Former Forked Lightning Skeet Shooting Range

NATIONAL PARK SERVICE | PECOS, NEW MEXICO

*Senior Scientist. Performed site reconnaissance, developed SAP, conducted site investigation and sampling, and report preparation. Performed a Preliminary Assessment and Site Inspection (PA/SI) to define the area of potential impact and then investigate for the presence of lead and PAH contamination related to a former skeet shooting range located along the Pecos River. September 2020 to December 2021 | Project Cost, \$28,025

C.O.D. Mine

BUREAU OF LAND MANAGEMENT | KINGMAN, ARIZONA

*Senior Scientist, Project Scientist. For PA/SI, performed site reconnaissance, developed SAP, conducted site investigation and sampling, and report preparation. PA/SI activities included definition of decision units (DUs) for multi-incremental (MI) sampling with X-Ray Fluorescence (XRF) of an abandoned mine facility, primarily for contamination by lead, arsenic and thallium; which also had experienced clandestine cyanide leaching activities. Based on the PA/SI results a supplemental site investigation (SSI) was conducted to collect additional downstream sediment samples, and install and sample a downgradient point-of-compliance (POC) monitoring well. Following the SSI, an Engineering Evaluation / Cost Analysis (EE/CA) was performed that included a work plan, groundwater sampling, draft report preparation, public notice and a well-attended public meeting, public comment response, final EE/CA and a Draft Action Memorandum. August 2016 to November 2019 | Project Cost \$31,581 for PA/SI, \$54,785 for SSI, \$62,195 for EE/CA

Project Experience (Cont'd)

Yuma County Sheriff's Office

YCSO | YUMA, ARIZONA

*Project Manager. Performed site characterization for soil and groundwater contamination by gasoline UST system in a secured area adjacent to a residential facility (county jail) with an onsite supply well. Prepared a risk assessment/feasibility study (RA/FS), which included modeling site-specific groundwater protection levels (GPLs) that predicted additional groundwater impact, to secure insurance funding for remedial activities. Subsequently designed, permitted, installed and operated a soil vapor extraction (SVE) system using granular activated carbon (GAC) treatment. Following seven months of continuous and pulsed SVE operation, a confirmatory boring, soil vapor survey and risk assessment indicated that Tier I closure conditions were achieved. After obtaining LUST Case closure, the SVE system and wells were abandoned. July 2018 to December 2020 | Project Cost \$65,482 for Site Characterization and \$116,183 for Remediation and Closure

WAPA Mesa Substation

ENVIRONMENTAL RESPONSE, INC.. | MESA, ARIZONA

*Project Manager / Client Liaison. Following acceptance of remedial workplan, Mr. Schneid arranged for remedial construction/demolition contractor to take lead on project contract to reduce cost and win remediation project at PCB and ACM contaminated facility. Prepared HASP and implemented community involvement plan. Performed monitoring and sampling of surficial soil, oil piping, sump/drain, septic system and sewer pipe removal and subsequent over-excavation of impacted areas. Conducted abandonment of onsite supply well. Prepared Remedial Completion Report for submittal to State Voluntary Remediation Program. | December 2016 to February 2018 | Project Cost \$119,624

Southeast Arizona Landfills

MULTIPLE | SOUTHEASTERN ARIZONA

*Project Manager. Responsible for managing, conducting and reporting landfill gas compliance monitoring at two active and two closed landfills. Installed nested monitoring wells, near-surface monitoring points and passive remedial wells. Provided regulatory interface for exceedances and health and safety monitoring and reporting during construction activities. Conducted greenhouse gas emissions data compilation, modeling and reporting for an active landfill. | September 2004 – July 2024 | Project Cost \$1,600/year and up.

32 ExxonMobil Oil Corporation Sites

EXXONMOBIL OIL CORP. | 31 IN ARIZONA and 1 in UTAH

*Program Manager. Program manager for 32 heritage Mobil UST sites. Program management responsibilities included overseeing an approximately \$1.5M annual budget and conducting quarterly budget forecasting, writing purchase and change orders under an existing Master Services Agreement, and initiating quality assurance procedures for client-customized invoicing. Was responsible for maintaining regional client relationships including regulatory/legal/client interfacing, responding to client special requests and coordinating non-UST compliance efforts. Internal responsibilities included scheduling and load leveling of work, assisting in training and qualification of staff, providing overall quality assurance, report reviews, and implementing project management and reporting efficiency measures. February 2002 to November 2003 | Project Cost ~ \$1,500,00 per year

Ocotillo Road Phase I ESA

TOWN OF QUEEN CREEK | QUEEN CREEK, ARIZONA

Project Manager. Performed a Phase I Environmental Site Assessment for a right-of-way exchange with the Bureau of Reclamation that included a cultural resources survey, ACM and LBP sampling, third party review and other Federal requirements. Subject properties were composed of about 2.93 acres of discontinuous land along about 1.3 miles of roadways. | November 2021 to March 2022 | Project Cost \$15,436

Army National Guard Facilities

AZ DEPT. OF MILITARY AFFAIRS | SAFFORD, TUCSON & MARANA

Project Manager. Managed and/or performed compliance sampling of wastewater discharge for three active facilities on behalf of the Arizona Department of Emergency and Military Affairs (ADEMA) that are subject to APP program requirements. Prepares reports of findings including self-monitoring report forms (SMRFs). Conducted forensic investigation to identify potential sources of exceedance at one site and provided recommendations based on findings. | June 2007 to July 2016 | Project Cost ~\$2,300 to \$14,000 per year per site

KIRK CRESWICK, RG

Senior Geologist/Hydrogeologist

Mr. Creswick has 34 years of experience in the areas of remediation, geology, hydrogeology, permitting and compliance assistance. He has provided environmental services, management and technical assistance under RCRA, CERCLA, IRP, WQARF, LUST, and Voluntary Remediation Program. Additionally, Mr. Creswick has assisted clients with permitting and compliance under APP, NPDES/AZPDES, RCRA and Mined Land Reclamation programs. With 29 years of private practice as well as over four years with the Arizona Department of Environmental Quality (ADEQ), Mr. Creswick has a broad base of environmental experience and knowledge on which to draw when assessing environmental issues both from a technical and regulatory point of view. In addition, Mr. Creswick has completed investigation and remediation of contaminated sites under a wide variety of environmental conditions and contaminants using both conventional and innovative technologies, as appropriate for the site conditions.

SURFACE WATER SAMPLING FOR TRACE METALS

ASARCO RAY MINE | RAY, ARIZONA

Designed and implemented a surface water sampling program for trace metals that utilized EPA Method 1669 *Sampling Ambient Water for Trace Metals at EPA Water Quality Criteria Levels*. "Clean hands-dirty hands" sampling procedures were implemented to mitigate the potential for cross-contamination of environmental samples from ambient conditions.

CITY OF GLENDALE STORMWATER SAMPLING

AZDPES PERMIT SAMPLING | GLENDALE, ARIZONA

NV5 provides sampling field support for surface water samples collected for compliance with the City's MS4 Multi-Sector General Permit (MSGP) under the Arizona Pollutant Discharge Elimination System (AZPDES) program. Under this contract, NV5 maintains a network of five ISCO Portable Samplers, Rain Gages and Flow meters that collect composite stormwater samples from qualifying storm events (0.2 inches of rain over 3 hrs). Grab Samples are also collected during the first flush. The permit requires one sample per wet season (two samples per year) for each location. Storm data (rainfall, water elevation, water velocity and water flow) are compiled at each sampler for the qualifying events. **A similar project was performed for the Arizona Department of Transportation.**

WILDFIRE WATERSHED IMPACT ASSESSMENT

SURFACE WATER QUALITY | DEVILS CANYON/MINERAL CREEK, PINAL COUNTY, ARIZONA

NV5 assessed sediment trace metal concentrations and leachability below a 92 square mile surface water basin that had been significantly impacted by a wildfire, resulting in discharge of high-solids runoff. Sediment from the runoff was shown to contain higher levels of trace metals and increased leachability relative to pre-fire sediments. Results of this project were used to procure funding for dredging of a lake that received the impacted runoff.

442 | ENVIRONMENTAL

Phoenix, Arizona
Kirk.Creswick@NV5.com
480.431.4493

EDUCATION

Wright State University, MS –
Hydrogeology, 1996

University of Tennessee, BA –
Geological Sciences, 1987

EXPERIENCE

33 years

REGISTRATIONS

Arizona Registered Geologist
(32700)

Florida Professional Geologist
(PG3144)

TRAINING

OSHA HAZWOPER

MSHA Experienced Miner

Radiological Worker II

Site Supervisor

Confined Space

AFFILIATIONS

Arizona Hydrologic Society

TOWN OF YOUNGSTOWN STORMWATER CHARACTERIZATION

AZPDES STORMWATER SAMPLING | YOUNGSTOWN, ARIZONA

Installed passive stormwater samplers at 3 locations within the Town limits to characterize stormwater runoff as required by the Arizona Pollutant Discharge Elimination System (AzPDES) MS4 Multi-Sector General Permit.

TUNNEL WATER QUALITY SAMPLING

AZPDES COMPLIANCE | PINAL COUNTY, ARIZONA

Implemented a surface water quality assessment to evaluate potential sources of transient impact to surface water quality. This study involved tracer studies, geochemical and isotopic fingerprinting, adjacent groundwater sampling, contaminant loading studies, flow contribution assessment and HEC-RAS modeling. Physical and operational mitigation strategies were implemented as a result of this study.

NEW SOURCE GROUNDWATER SAMPLING

WATER SUPPLY PERMITTING | TONOPAH, ARIZONA

Collected groundwater samples during aquifer testing for New Source Drinking Water Certification. A former grandfathered groundwater irrigation well was repurposed as an industrial water supply well for an egg farm. The aquifer testing and the New Source sampling were required to obtain a drinking water permit for the facility.

STATE LEAD GROUNDWATER CHARACTERIZATION AND MONITORING

LEAKING UNDERGROUND STORAGE TANKS | STATEWIDE, ARIZONA

Performed groundwater sampling for characterization and remedial progress monitoring for multiple sites in Arizona under the Arizona Department of Environmental Quality State Lead Program. Low-flow groundwater sampling techniques were used for compliance sampling. **Similar sampling has been conducted for State Lead sites in New Mexico.**



DAVID RENFREW, CPSWQ, PMP, QISP/ToR, QSD/P Vice President, Water Resources

David Renfrew brings over 26 years of experience in the environmental industry with a focus on Phase I Municipal, Industrial, and Construction NPDES Compliance Programs. Mr. Renfrew provides specialty professional expertise to municipal, industrial, commercial, institutional and tribal clientele. He has implemented full scale monitoring and reporting projects and provided extensive program management support. Through his career, he has conducted extensive regulatory reviews, and developed strategic technical comments to shape regulatory policy and permits on behalf of his clients. His project work includes management of municipal contracts to ensure quality project delivery.

Project work includes compliance with Phase I and II NPDES Permit requirements including inspections, reporting, database development, site assessments, watershed assessments, water quality management plans, BMP effectiveness assessment, aerial deposition, site specific objectives, toxicity identification evaluations, water scarcity assessments, and resiliency planning documents. Mr. Renfrew is a member of several CASQA subcommittees: the Industrial Subcommittee, Policy and Permitting Subcommittee, and Pesticide Subcommittee. He was also recently appointed to the IGP Train the Trainers Workgroup by the State Water Resources Control Board. He has supported numerous municipal and Regional Water Board efforts through providing regulatory comment letters, reviewing statewide workplans, and assessing related water quality studies. His work provides his clients a pathway for economically responsible compliance that results in significant savings for the client and associated stakeholders.

Project Experience

LOS ANGELES WORLD AIRPORTS ON-CALL ENVIRONMENTAL SERVICES

LOS ANGELES & VAN NUYS, CA | STORMWATER PROGRAM MANAGER

Managed the storm water monitoring program for Los Angeles International Airport (LAX) and Van Nuys Airport (VNY). Program included compliance with Industrial and Phase I Permit Requirements at LAX and VNY for compliance with their Industrial Storm Water Permits. Monitoring includes flow and load monitoring, sampling of a full suite of priority pollutants, laboratory analysis, data management, and reporting. NV5 prepared the Monitoring and Implementation Plan, prepared SWPPP revisions, and Exceedance Response Action Reports. Conducted a Source Identification Special Study for metals based on 60 discreet land use sampling locations. Installed drain inlet filter BMPs at 62 locations for trash, TSS, and heavy metals to address discharges to the Dominguez Channel. Also conducted facility BMP inspections at over 100 tenant facilities annually, provides technical support for TMDL compliance assessment, review and responses for Regional Water Quality Control Board requests and provides training to LAX Environmental Staff and conducted the annual tenant training.

WATER RESOURCES | ENVIRONMENTAL

San Diego, CA

David.Renfrew@NV5.com

760.908.5749

EDUCATION

BS, Geological Sciences (Emphasis in Hydrogeology), San Diego State University

Graduate Studies, Hydrogeology-Multiphase Flow, Environmental Fate of Organic Contaminants

EXPERIENCE

26 years

REGISTRATIONS

Certified Professional in Storm Water Quality (CPSWQ), No. 0249

Project Management Professional (PMP), No. 1703435

Qualified SWPPP Developer/
Qualified SWPPP Practitioner
(QSD/P), No. 20993

Qualified Industrial Storm Water
Practitioner/Trainer of Record
(QISP/ToR)

AFFILIATIONS

California Storm Water Quality
Association (CASQA)

Industrial Environmental Association
Building Industry Association

San Diego Environmental
Professionals

CITY OF PHOENIX - WATER SERVICES DEPARTMENT ENVIRONMENTAL SERVICES DIVISION, ANNUAL MUNICIPAL STORMWATER TRAINING

PHOENIX, AZ

Provided a two-part stormwater training class on Industrial Facility Inspections and Illicit Discharge Detection and Elimination (IDDE). The goal of each program was to provide City managers and inspectors with updated regulatory information and to discuss methods and procedures for handling stormwater inspection requirements.

PALA BAND OF LUISEÑO INDIANS. DROUGHT CONTINGENCY PLAN

PALA RESERVATION, CA

Supporting the Pala Tribe's Drought Contingency Plan Update. Tasks include Drought Monitoring, performing a vulnerability assessment, establishing mitigation and response actions, structuring an operational and administrative framework, and establishing a drought plan update process.

PALA BAND OF LUISEÑO INDIANS. PALA TRIBE WATER MANAGEMENT TOOL TO BUILD DROUGHT RESILIENCY THROUGH INFRASTRUCTURE ENHANCEMENT PROJECT

PALA RESERVATION, CA

Supporting the Pala Drought Resiliency Project, project funded by the Bureau of Reclamation WaterSMART Program. Project involves developing a Water Management Web-GIS online tool, analyzing precipitation records to develop drought frequency-magnitude scenarios and upgrading existing water level stations and repeater to ALERT 2 systems.

PECHANGA BAND OF LUISEÑO INDIANS, COMPREHENSIVE ANALYSIS OF THE PECHANGA CREEK WATERSHED

PECHANGA TRIBAL GOVERNMENT

Program Manager for a comprehensive flood hazard and geomorphic assessment of the Pechanga Creek Watershed (Watershed). NV5 produced detailed flood/floodplain mapping of the Watershed, assessed the risk of Pechanga Creek (Creek) flooding, and developed flood and erosion mitigation measures. Project tasks included Data Review, Hydrology & Geomorphology, Hydraulic Modeling & Sediment Transport (Geomorphic Assessment & Mapping), UAV Drone Surveys for Topography, Flood Risk Assessment & Mapping, Conceptual Design & Mapping, Reporting, Project Management & QA, and Reporting to the Environmental Director.

CITY OF COMPTON NPDES MONITORING AND REPORTING

COMPTON, CA | PROJECT MANAGER

Providing the City of Compton with as-needed monitoring and reporting to support compliance with the Los Angeles Regional Water Quality Control Board's (RWQCB) monitoring and reporting requirements of Attachment E of the NPDES Permit No. CAS004001: Order No. R4-2012-0175 (Permit).

Conducted wet weather and dry weather sampling at receiving water and MS4 Outfall sites discharging to Compton Creek and the Dominguez Channel including preparation and installation of flow monitoring and autosampling equipment, field staffing and collection of samples for microbiology, chemistry, toxicity, toxicity identification evaluations, Bioassessment, and field parameters, managing sample laboratory delivery under chain of custody protocols, and preparation of field forms including trash assessments.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ON-CALL SERVICES CONTRACT.

RIVERSIDE COUNTY, CA

Conducting program management for the 2022 On-call Contract. Task orders included the Santa Margarita River Wet Weather Monitoring at the mass loading stations and MS4 outfall locations, Santa Margarita Investigative Order Monitoring, and Dry Weather Flow Studies. Responsibilities include oversight of field reconnaissance, equipment installations, flow monitoring, automated sample collection, data collection, and CEDEN data formatting. Managed all aspects of the special studies required under the 2010 San Diego County Regional MS4 Permit (Section E. of R9-2010-0016). Studies conducted included Sediment Toxicity Study, Trash and Litter Investigation, and Agricultural, Federal, and Tribal Input Study. The program included develop of study workplans; conducting field monitoring; data analysis; report writing; budget preparation; and client/regulatory agency interaction. Also provided an evaluation of the Coachella Valley 2012 303(d) Toxicity Listing for the Whitewater Region for the purposes of evaluating the potential for delisting based on available data and providing future monitoring recommendations.

ONTARIO INTERNATIONAL AIRPORT AUTHORITY STORM WATER COMPLIANCE PROGRAM

ONTARIO, CA | INDUSTRIAL PERMIT TEAM MANAGER

Provided stormwater program management services for Ontario International Airport Authority (OIAA). Program included monitoring and reporting activities at Ontario Airport (ONT) for compliance with their Industrial Storm Water Permit. Additional support included preparation of Stormwater Pollution Prevention Plans, annual reporting, training, BMP design and technical support, tenant inspections, regulatory technical reviews and preparation of technical comments, and third-

party litigation support. NV5 performs BMP inspections at over 23 tenant locations. (2016 – 2021)

PORT OF LONG BEACH AS-NEEDED MS4 STORMWATER MONITORING AND REPORTING SERVICES

LONG BEACH, CA | PROGRAM MANAGER

Provided monitoring and reporting for MS4 Outfalls, regulatory support, development of a consistent sampling and analysis program, and quality assurance program plans for MS4 Permit Compliance. Provided TMDL Program Reviews and Comments, MS4 Program Compliance review, reporting, and engineering assistance for SUSMP Plan Check reviews. Also assisted the Port with literature reviews and recommendations for low impact development mitigation strategies and developed a mitigation banking and water quality credit trading assessment. (2015 – Present)

VONS/SAFEWAY/ALBERTSONS DISTRIBUTION CENTERS, MANUFACTURING PLANTS, AND STORE COMPLIANCE PROGRAM SUPPORT

CALIFORNIA

Program management for Industrial General Permit, Construction General Permit, and Store-wide SUSMP and WQMP Compliance. Developed Stormwater Pollution Prevention Plans, conducted site assessments, drainage area flow Assessments, prepared site maps using GIS and CAD, develop monitoring plans, and performed stormwater monitoring, laboratory analysis, and reporting. NV5 performed City required self certification inspection and reporting for WQMP annual inspections in Santa Monica, Long Beach, San Marcos, and San Diego, CA.

CITY OF CARLSBAD NPDES MS4 OUTFALL MONITORING AND ASSESSMENT PROGRAM

CARLSBAD, CA

Managed the Non-Storm Water Persistent Flow MS4 Outfall Discharge monitoring, Illicit Discharge Detection Elimination investigations, Dry Weather Special Study monitoring, and assessment and reporting of the monitoring programs. Implemented the Dry Weather Special Study to assess baseline flow, temporal flow patterns, and indicator bacteria temporal patterns at the persistently flowing major MS4 outfalls during summer dry weather conditions. To accomplish high quality flow data in low flow conditions, designed and installed low flow weirs with flowmeters to establish high resolution baseline flow conditions.

PALOS VERDES PENINSULA CIMP MS4 OUTFALL MONITORING

CITY OF RANCHO PALOS VERDES, CA

Managed the MS4 outfall monitoring requirements for the Peninsula CIMP as a key subconsultant. Prior to commencing field work, he conducted field reconnaissance and worked with the Peninsula Watershed Management Group agencies to obtain encroachment and traffic control permits, developed a sampling and analysis plan, and developed a health and safety plan. Procured, installed, calibrated, and maintained two flowmeters at MS4 outfall locations, which have been installed since late 2016. Conducting wet weather monitoring at six MS4 outfall locations during three storm events per year and dry weather MS4 outfall monitoring at four locations monthly which includes protocols for TMDL compliance, including MS4 outfall investigations of non-stormwater discharges to identify potential source(s) of illicit discharges and connections and/or discharges of non-stormwater flows.

HYDROMODIFICATION MONITORING PROGRAM, COUNTY OF SAN DIEGO WATERSHED PROTECTION PROGRAM

SAN DIEGO, CA

Managed the first hydromodification monitoring program of its kind in the Southern California Region. The purpose of the program is to determine if field observations confirm that the Hydromodification Plan appropriately defines the flow rate that initiates movement of channel bed or bank materials. Tasks involve developing a SWAMP compatible QAPP, site permitting, conducting monitoring, data analysis, and processing. Monitoring includes geomorphic assessments, channel surveys, bedload transport surveys, and flow surveys and sediment sampling. Project work includes coordination with multiple stakeholders and jurisdictions and technical work groups. The team was recently selected to conduct the BMP Effectiveness Assessment Monitoring to answer the following study question: “Are mitigation facilities adequately meeting flow duration design criteria outlined in the HMP?” NV5 is conducting BMP validation monitoring to provide calibration data for the rating curve at each BMP flow monitoring location. These data are being used to analyze the precision of Low Impact Development (LID) sizing factors and extended detention facility design criteria and to potentially recommend changes to more closely match the mitigated post-project curves to pre-project condition, peak flow frequency and flow duration curves.

STORMWATER PERMIT STRATEGY STUDY, JOHN WAYNE AIRPORT

ORANGE COUNTY, CA | PROGRAM MANAGER.

Supported John Wayne Airport in developing a Conceptual Storm Water Discharge Compliance Plan to assist in managing runoff regulated under the General Industrial Permit as well as the Orange County MS4 Permit and may reduce regulatory

exposure. Summarized existing conditions, conducted runoff modelling of discharge points, identified alternative storm water management measures and developed runoff management strategies. (2017 – 2018)

CITY OF SAN DIEGO AS-NEEDED STORM WATER MONITORING, SUBCONTRACTOR TO WOOD PLC

SAN DIEGO, CA

Provided technical storm water monitoring and expertise to support the Chollas Creek Water Effects Ratio Study, the Chollas Creek Compliance Project, and the Chollas Creek Special Studies. Provided monitoring, reporting, and technical QA/QC services. [04-14 to Present; NV5]

SAN DIEGO COUNTY REGIONAL COPERMITTEE URBAN RUNOFF MONITORING PROGRAM

SAN DIEGO, CA

Project Manager. Managed all aspects of this NPDES permit program including stream bioassessment; water quality sampling at over 30 stations annually; stormwater monitoring; continuous flow monitoring and remote access telemetry system development; toxicity, microbiology, and analytical chemistry testing; ambient bay and lagoon sediment monitoring and assessment using Sediment Quality Objectives; data management and analysis; report preparation; workplan development; budget preparation; and client/regulatory agency interaction. Annual budget is approximately \$2,000,000/YR. [08-05 to 03-14; WESTON]

LOS PEÑASQUITOS LAGOON TMDL MONITORING, CITY OF SAN DIEGO

SAN DIEGO, CA

Managed all aspects of the TMDL monitoring requirements in Los Peñasquitos Lagoon. Coordinated with City of San Diego Project Manager and watershed Copermittees in a multi-agency workgroup to develop a monitoring plan and SWAMP-compliant QAPP. Project involved pollutograph monitoring, sediment sampling, bathymetric surveys, continuous data logging of temperature, salinity, pH, dissolved oxygen, turbidity, and depth with YSI 6600 data sondes at three watershed and two lagoon segment sites. [05-07 to 01-09; WESTON]

AERIAL DEPOSITION PROJECT, SAN DIEGO, CA, CITY OF SAN DIEGO

SAN DIEGO, CA

Project Manager. Managed all aspects of a three phased aerial deposition study of metals within the City of San Diego and supported the Chollas Creek TMDL Implementation Plan. Project evaluated the spatial distribution of metals from over 25 sites throughout the City of San Diego, a roadway transect

analysis in Chollas Creek, air quality modeling, and buildup and washoff modeling to predict the loading contribution from aerial deposited metals. Samples were collected to determine the size distribution of aerially deposited particles. Advanced photomicroscopy and scanning electron microscopy (SEM)/EDX were also used to positively identify particle characteristics. The study then assessed and linked water quality runoff contributions and identified potential and likely sources using a combination of detailed field and GIS desktop evaluations of aerial photographs of the watershed. Recommendations were provided to City staff and the Regional Board. The project supported the City's request for modification of the TMDL and inclusion of actions for the Regional Board to interface with the air Resources Control Board to address industrial source emissions within the watershed. Additionally, recommendations from the project led to involvement with the Brake Pad Partnership and CASQA to introduce and support product substitution requirements for copper in brake pads (SB346, Kehoe). [06-06 to 05-09; WESTON]

CHOLLAS CREEK TOTAL MAXIMUM DAILY LOAD (TMDL) MONITORING, CITY OF SAN DIEGO

SAN DIEGO, CA

Project Manager for aspects of water quality monitoring and reporting in accordance with Regional Water Quality Control Board (RWQCB) Order R9-2004-0277. Automated flow-weighted composite samples were collected at the north and south forks of Chollas Creek using remote telemetry interfaces during three monitoring events per year during the storm season. Special studies were conducted in accordance with the Chollas Creek TMDL Implementation Plan. Stakeholder engagement included preparing annual work plans, attending monthly meetings, preparing and giving presentations on monitoring results and project progress. [10-05 to 06-11; WESTON]

CHOLLAS CREEK WATER-EFFECTS RATIO AND SITE SPECIFIC OBJECTIVE STUDY

SAN DIEGO, CA

Developed and managed all aspects of the Chollas Creek Water-effects Ratio (WER) Study. The goal of the program was to determine the actual water quality concentrations of dissolved copper, lead, and zinc that cause toxicity in Chollas Creek in relation to the Chollas Creek TMDL concentrations based on the California Toxics Rule (CTR). The study involved the creation of a technical advisory committee and developing a workplan and quality assurance project plan (QAPP) to meet the project objectives. Water quality monitoring and laboratory toxicity testing following EPA recommended methods were used to determine the WER. The biotic ligand model was also run using data collected during runoff events for comparison

to the lab derived WER. Results demonstrated that the Chollas Creek TMDL was overly conservative and that a site specific objective adjusting the CTR was warranted. Results were presented to the Chollas Creek TMDL Dischargers, Watershed Stakeholders, and the Regional Water Quality Control Board Staff. The study results represent significant potential savings in terms of BMP implementation for the Chollas Creek TMDL [10-08 to 06-11; WESTON]

CHOLLAS CREEK WATER QUALITY PROTECTION AND HABITAT ENHANCEMENT, CITY OF SAN DIEGO

SAN DIEGO, CA

Project Manager. Managed all water quality monitoring aspects of a State of California grant-funded project to improve beneficial uses in the Chollas Creek watershed. Project elements included outreach, education, stewardship development, habitat restoration and monitoring program effectiveness. Managed water quality and biological monitoring, photodocumentation, client/agency/stakeholder interaction, report preparation, budget/costs, and schedule. [08-05 to 01-08; WESTON]

CHOLLAS CREEK WATERSHED INTEGRATED PEST MANAGEMENT (IPM) EDUCATION AND OUTREACH PROJECT, CITY OF SAN DIEGO

SAN DIEGO, CA

Project Manager. Managed all aspects of the water and sediment quality monitoring for this State of California Pesticide Research and Identification of Source and Mitigation (PRISM) grant-funded project. Managed the collection and analysis of water quality (urban runoff) and sediment samples to assess potential changes in pesticide use. Provided PRISM staff, client/agency/stakeholder interaction, project budget, report preparation, and schedule of deliverables. [08-05 to 03-06; WESTON]

SEDIMENT PESTICIDE ASSESSMENT, CITY OF SAN DIEGO

SAN DIEGO, CA

Project Manager. Managed all aspects of an assessment of sediment pesticide sources in storm drains with inputs to Switzer Creek and San Diego Bay. Project goals assessed higher loading subwatershed and land use characteristics related to historical and current pesticide uses and impacts to aquatic life. Project supported the Switzer Creek, B-Street Pier, Chollas Creek, and Paleta Creek TMDLs. [07-09 to 05-11; WESTON]

BUENA VISTA CREEK AND LAGOON ECOLOGICAL EVALUATION, CITY OF OCEANSIDE WATER UTILITIES DEPT

OCEANSIDE, CA

Project Manager. Managed all aspects of a multi-phased ecological and hydrological assessment of Buena Vista Creek and Lagoon following an estimated 5 million gallon sewage spill. The spill occurred during a significant storm event in December 2010. The assessment included evaluating the storm size and return criteria, evaluating continuous flow data and peak flows, and assessing the volumes of water and sewage effluent discharged at the time of spill. Ecological assessments included documenting and mapping areas of threatened and endangered species, vegetation surveys, and performing water quality monitoring, continuous monitoring with YSI 6600 data sondes, bioassessment monitoring, toxicity testing, and sediment quality assessments within the creek and lagoon. A draft and final ecological assessment report was prepared to document potential short term and long term environmental impacts. [03-11 to 11-11; WESTON]

BUENA VISTA LAGOON EMERGENCY RESPONSE MONITORING PROJECT, CITY OF CARLSBAD PUBLIC WORKS DEPARTMENT

CARLSBAD, CA

Managed all aspects of an impact analysis for Buena Vista Lagoon following an estimated 7.0 million gallon sewage spill from a high force main. The assessment included the use of inflatable boats in the impacted lagoon area to perform water quality sampling for dissolved oxygen, pH, salinity, turbidity, and temperature. Safety was the number one priority due to exposure concerns with sewage-contaminated water and sharps such as fish spines. The sampling effort included the collection, identification, and measurement of fish, invertebrates, and birds, and benthic sampling and storage for the Department of Fish and Game. Multiparty jurisdiction and regulatory coordination was required.

COUNTY OF SAN DIEGO AS-NEEDED WATER QUALITY/WATER QUANTITY MONITORING CONTRACT

SAN DIEGO, CA

Project Manager. Managed all aspects of the County of San Diego As-Needed Project. A total of eight task orders were issued that included conducting irrigation management assessment and plant growth evaluations in the Santa Margarita Watershed; conducting water quality monitoring assessments of dry and wet weather loads in the Agua Hedionda and San Diego River unincorporated areas; conducting a GIS Parcel Evaluation and aerial photography of Nutrient Sources in the Santa Margarita Watershed; supporting the Quality of Life Water Quality Funding Initiative; performing telephone surveys to assess public opinion of water quality within the County; and providing as-needed TMDL and 303(d) listing evaluations. Monitoring projects included chemistry, microbiology, toxicity laboratory testing, flow monitoring, site permitting, and GIS evaluations. Provided

study reports and presentations to client and stakeholders [10-08 to 10-11; WESTON]

assessment and data validation of laboratory reports. [03-96 to 06-98; Hargis and Associates]

FINANCIAL BUDGETING/DIRECTOR OF LABORATORY OPERATIONS, ENVIROMATRIX ANALYTICAL (EMA)

SAN DIEGO, CA

Laboratory Manager. Responsible for all financial budgeting, management of 22 employees, and overall direction of the laboratory operations. Responsible for all marketing and data quality objective (DQO) determinations for prospective client projects. Provided compliance and sample collection training to Industrial Permit Clients. Reported directly to the owner and President/CEO of the company. Served as the liaison between EMA and all regulatory agencies. Responsible for all contract management and contract submittals. [06-03 to 08-05; EMA]

MANAGEMENT AND QA OF LABORATORY PROGRAMS, CALIFORNIA, ENVIROMATRIX ANALYTICAL

SAN DIEGO, CA

QA Director and Database Administrator. Duties included establishing and maintaining standard operating procedures (SOPs) for all analyses performed, auditing all laboratory systems and performance, conducting employee QA and ethics training, and reviewing all project and/or contract-specific QA protocols for laboratory requirements. Performed data validation and review for all outgoing analytical reports prior to submission to clients. Developed and maintained the laboratory's document control system. Served as the liaison between EMA and all regulatory agencies. Responsible for maintaining laboratory certification with the California Department of Health Services. Implemented and maintained all facets of the laboratory information management system (LIMS) in Microsoft Access 2000. [06-98 to 06-03; EMA]

WELL INSTALLATION/SAMPLING/DATA ANALYSIS, CALIFORNIA, HARGIS & ASSOCIATES

SAN DIEGO, CA

Staff Level Hydrogeologist. Performed project coordination, site assessment, field work, and report writing for project sites in San Diego and the Greater Los Angeles, CA, area. Work performed included the installation of monitoring wells and soil vapor extraction (SVE) wells, core logging, aquifer tests, groundwater sampling, tracer tests, geologic mapping and cross-sections, contouring water levels and water quality data, and sieve analysis of sediments. Assisted in records review, database evaluation and creation, and site interpretation for litigation support projects and expert witness testimony. Compiled pertinent chemical supply inventory and timeline creation to assess chemical volumes and masses contributing to contaminant plumes. Performed laboratory data



SOLICITATION ADDENDUM

Solicitation Number: RFP 25-06 Addendum # 1 Page 4 of 4

Solicitation Due Date: October 24, 2024, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

Question 9: Does the sampling equipment have telemetry (access via internet or other remote access)?

Answer: The equipment has cellular communication.

Question 10: Can the City provide a copy of the Quality Assurance Manual for sampling protocol (would be helpful to see QA/QC and any other info for costing purposes)?

Answer: A copy of the latest version of the text of the Quality Assurance Manual is provided.

Name of Company:

NV5, Inc.

Address:

1 W. Deer Valley Road, Phoenix, AZ 85027

Authorized Signature:



Print Name and Title:

BYRON SCHNEID, VP ENV. SVCS.

EXHIBIT B
WET WEATHER MONITORING AND STORMWATER SAMPLING
COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$250,000.

DETAILED PROJECT COMPENSATION

Compensation is per RFP 25-06, attached below.

	City of Glendale Solicitation Number: RFP 25-06 WET WEATHER MONITORING AND STORMWATER SAMPLING BAFO PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street Glendale, Arizona 85302
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1. BAFO PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on Contractor's submitted price proposal will be considered included in Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

2. INSTRUCTIONS

Please provide your best and final offer pricing below.

3. BAFO PRICE SCHEDULE

Table 1

Cost Item	FY2025	FY2026	FY2027	FY2028	FY2029
Labor – O & M	\$20,152	\$20,857	\$21,587	\$22,342	\$23,124
Supplies-Equipment: tubing, miscellaneous	\$1,938	\$2,006	\$2,076	\$2,149	\$2,224
Sampling Labor – assume: 2 people/sample 12 samples = (2 per site x 5 sites) + 2QA	\$4,080	\$4,223	\$4,371	\$4,524	\$4,682
Subtotal	\$26,170	\$27,086	\$28,034	\$29,015	\$30,030
Contingency	\$15,097	\$15,626	\$16,172	\$16,738	\$17,324
Project Total	\$41,267	\$42,712	\$44,206	\$45,753	\$47,354

Table 2 – Itemized Operation and Maintenance Costs (for first year only)

Labor	Hours	Visits per year	Number of Stations	Hourly Rate	Approximate Costs
Semi-annual routine maintenance	104	2	5	\$101.77	\$10,584
Administrative work related to station O & M	10	12	5	\$136	\$ 1,360
Downloading data after storm event	10	2	5	\$108	\$ 1,080
Cleaning and resetting samplers	12	2	5	\$102	\$ 1,224
Other O & M repair activities	48	2	5	\$123	\$ 5,904
Labor Total	184	20	5	\$109.52	\$20,152

4. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES ____ NO N

If your answer is NO, please state terms offered: 0%

5. PAYMENT

	City of Glendale Solicitation Number: RFP 25-06 WET WEATHER MONITORING AND STORMWATER SAMPLING BAFO PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street Glendale, Arizona 85302
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Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

6. TAX AMOUNT

Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: NV5, Inc.