

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Black Water Consulting Engineers, a Stock Corporation, whose address of record is 602 Lyell Drive, Modesto, CA 95356, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to design and construction management services for a new municiple well site #23 and infrastructure located in North Merced; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide design and construction management services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES; PERFORMANCE.

A. Consultant shall furnish the following services: Consultant shall provide the design and construction management services described in Exhibit “A” attached hereto.

B. No additional services shall be performed by Consultant unless approved in advance in writing by City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of Consultant.

C. In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, City and Consultant may change the requirements in said Schedule.

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on June 30, 2029. All indemnification provisions of this Agreement shall survive and remain in effect following the expiration or termination of this Agreement.

4. COMPENSATION. Payment by City to Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the Fee Schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$1,106,975.00.

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., prepared by Consultant in the course of providing the services performed pursuant to this Agreement shall be the property of City, and Consultant hereby agrees to deliver the same to City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement. Any records or documents required to be

maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of City.

8. INDEPENDENT CONTRACTOR.

A. Consultant is and shall at all times remain as to City a wholly independent Consultant. The personnel performing the services and tasks under this Agreement on behalf of Consultant shall not be City employees and shall at all times be under Consultant's exclusive direction and control. Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Merced Municipal Code. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services and tasks. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents.

B. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services and tasks required by this Agreement. Consultant shall perform all services and tasks off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Consultant

shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

C. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services and tasks hereunder. Consultant shall be responsible for and pay all salaries, wages, benefits and other amounts due to Consultant's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subconsultants providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent consultants in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

9. INDEMNITY.

A. Indemnity for Design Professional Services. In connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of its professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph A (above) of this Section 9, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, sub-consultants, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 9.B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

A. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000.00) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against City.

B. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage.
- (iii) City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to City within thirty (30) days of the annual renewal.

C. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.

D. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000.00). Architects and engineers' coverage is to be endorsed to include contractual liability.

E. Cyber Liability Insurance. Consultant shall obtain and maintain Cyber Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence or claim, One Million Dollars (\$1,000,000) aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information **or personally identifiable information (PII)**, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. Cyber Liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least two (2) years after completion of work under this Agreement.

F. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

G. Certificate of Insurance. Consultant shall complete and file with City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public work", Consultant agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. PERS COMPLIANCE AND INDEMNIFICATION.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants, and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent consultants in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

13. RELEASE OF INFORMATION.

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint,

subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Merced
678 West 18th Street
Merced, California 95340
Attention: City Manager

To Consultant: Black Water Consulting Engineers
602 Lyell Drive,
Modesto, CA 95356
Attention: Jeff Black, P.E.

15. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Consultant under this Agreement will be permitted only with the express written consent of City.

16. TERMINATION FOR CONVENIENCE OF CITY. City may at any time, for any reason, with or without cause, terminate this Agreement by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement

shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

17. LEGAL RESPONSIBILITIES.

A. Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such ordinances, laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this section. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

B. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

C. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

18. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

19. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.

A. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

B. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on City are not binding upon City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

20. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

21. DEFAULT OF CONSULTANT.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve Consultant with written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further

notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.”

22. GOVERNING LAW; VENUE; PREVAILING PARTY. City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Merced. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

23. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

24. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

25. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 4-16-2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
BLACK WATER CONSULTING
ENGINEERS

BY: Jeff Black
(Signature)

Jeff Black, PE
(Typed Name)

Its: President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 46-1504431

ADDRESS: 602 Lyell Drive
Modesto, CA 95356

TELEPHONE: 209.322.1820

FAX: _____

E-MAIL: Jeff@blackwater-eng.com



CITY OF MERCED

MERCED

EXHIBIT A

The City of Merced

REQUEST FOR PROPOSALS

Proposals due March 18, 2026

for Engineering Design Services for Municipal Well Site #23

The City of Merced (City) is soliciting proposals for the scope of work described herein representing engineering design and management services for a proposed municipal water supply well located on the proposed Vigna Smith Trust Subdivision off Lake Road near UC Merced.

Proposals will be accepted at the Development Services - Engineering Division, Merced Civic Center, 2nd Floor, 678 West 18th Street, Merced, California, until **5:00 P.M. on Tuesday, March 18, 2026**. A courtesy notice via email is appreciated by consultants declining to propose.

PROJECT DESCRIPTION: Municipal Well #23

The City project proposes to install a new municipal water production well and install approximately 10,500 feet of 16-inch watermain from Yosemite Avenue to Bellevue Road and approximately 6,000 feet of 16-inch watermain from the proposed well site to Lake Road along a future subdivision road. (See Exhibit “A” and “B”)

The proposed well site is a 0.52 acres site situated in the proposed Virginia Smith Trust Subdivision labeled as Lot 48. The site is located approximately 2,500 feet east of Lake Road and 1,000 feet north of Cardella Road in the northeast portion of Merced.

The work to be completed by successful proposer under this contract, hereinafter “Consultant”, includes all labor, materials and equipment for the design and construction management of the proposed municipal well and watermain installation.

The general work consists of:

Task 1) Obtaining appropriate permits, survey site, site preparation, test borehole drilling, collection of drill cuttings of the formations encountered, preparation of driller’s log of borehole lithology, laboratory analysis of water samples, summary report; and,

Task 2) Design and develop bidding plans and specifications for the municipal well drilling and construction, design and develop bidding plans and specifications for pump station and water

main construction, provide bidding and construction management, provide engineer's estimates of costs. Provide necessary survey mapping to perform this task.

Task 3) Design and develop bidding plans and specifications for the installation of the 16" watermain from Yosemite Avenue to Bellevue Road, provide bidding and construction management, provide engineer's estimates of costs. Provide necessary survey mapping to perform this task.

Task 4) Design and develop bidding plans and specifications for the installation of the 16" watermain from Lake Road to the new well site, provide bidding and construction management, provide engineer's estimates of costs. Provide necessary survey mapping to perform this task.

GENERAL SCOPE OF CONSULTANT SERVICES

Perform all project services in coordination with and under the supervision of the City's assigned project manager. Proposed Scope of Services to include, but not limited to:

TASK 1.0- INSTALL TEST BOREHOLE AND EVALUATE SITE CONDITIONS

Task 1.1 – Obtain Information and Coordinate with the City

The initial task is to review available information on existing City municipal well sites, water management plans, and general criteria the City wishes to have considered for the new production well. This includes, but is not limited to:

- Well production rates, local conditions and geology, drilling issues, drilling/development fluids, and solids management and disposal;
- Existing water mains, other utilities and Fairfield Canal conveyance.
- Evaluation of known and unknown potential groundwater quality impacts. Other City municipal well sites have experienced water quality issues for nitrates, arsenic, and volatile organic compounds such as Methyl Tertiary Butyl Ether (MTBE), Trichloroethylene (TCE) and Perchloroethylene (PCE). In addition, there are active dairy operations in the vicinity of the project site.

The Consultant shall perform a site reconnaissance/survey and confirm the general site and surrounding areas' conditions.

Task 1.2 – Prepare Recommendation Report

The Consultant shall prepare a report that includes recommendations for the successful completion of the work. The report shall include at a minimum the following elements:

- 1) Project construction schedule
- 2) Current plot plan and cross section diagrams as necessary to demonstrate existing conditions for permit applications. Site plan to include drill rig and supporting equipment layout, fluids and casing storage, sanitary facilities, etc.
- 3) Rationale for test borehole parameters including diameter and total depth
- 4) Proposed drilling method including drilling fluids management plan
- 5) Anticipated drilling difficulties (such as heaving sands, etc.) and proposed mitigation measures

- 6) Proposed soil sampling/lithologic logging methodologies
- 7) Proposed geophysical testing methodologies
- 8) Test borehole abandonment procedures
- 9) Proposed test well or monitoring well(s) if applicable:
 - a. construction details
 - b. development procedures
 - c. proposed water sampling procedures
 - d. proposed laboratory analyses
 - e. proposed pump tests if applicable
- 10) Proposed municipal production well:
 - a. well performance criteria
 - b. construction details and drilling methods
 - c. development procedures
 - d. drilling/development fluids/solids management
 - e. proposed well testing procedures
- 11) Discussion of California Department of Public Health permitting procedures and any anticipated challenges
- 12) Discussion of CEQA procedures and any anticipated challenges

The Consultant shall provide justification to the satisfaction of the City if the Consultant recommends that test drilling is not required. The Consultant shall also recommend whether to complete the test borehole as a test well, or install discrete depth monitoring wells in the borehole for discrete aquifer depth sampling, as applicable.

Task 1.3 – Drill Test Borehole, Perform Geophysical Testing and Install Test Well(s)

The Consultant shall proceed to install the test boring upon receiving approval from the City for the above recommendation report. The Consultant shall utilize a C57 licensed contractor to drill the test borehole, perform necessary and applicable testing, install and develop test or monitoring well(s) as necessary.

Task 1.4 – Perform Water Analyses, Evaluate Borehole Data

The Consultant shall obtain water samples from the test borehole, test well or monitoring well(s) (as applicable) and have them analyzed by a California certified laboratory as applicable to the specific analyses. The results of the borehole test data and laboratory analytical data shall be evaluated to support the project objective of installing the production well at the subject site.

Task 1.5 – Prepare Summary Report

The Consultant shall prepare a summary report that details the work performed and include justification either for or against continuing the production well installation. The summary report shall include at a minimum the following elements:

- 1) Water Well Driller's report for test/monitoring well(s) per California Department of Water Resources requirements (as applicable)
- 2) Lithologic log of the test borehole
- 3) Geophysical logs per applicable tests
- 4) Water sample laboratory analytical data
- 5) Maximum production rate and design production rate

- 6) Water quality challenges and proposed mitigation measures
- 7) Preliminary cost estimates for well construction and development, pump station and water main construction, and connection to existing infrastructure (water, sewer, electric)

TASK 2.0 – DESIGN AND INSTALL MUNICIPAL WELL PUMP STATION

Task 2.1 – Prepare Plans and Specifications for Drilling, Construction and Development of the Production Well

The Consultant shall proceed to design the new municipal production well upon City approval of the Consultant’s summary report. The Consultant shall provide plans and specifications suitable for project bidding for well drilling, construction and development. Performance criteria for the acceptance of the new well shall be included. This task will also include coordinating with the California Department of Public Health for permitting compliance and Source Water Assessment as necessary.

Task 2.2 – Prepare Plans and Specifications for Well Site Infrastructure

The Consultant shall design and provide plans and specifications suitable for project bidding for well infrastructure construction. Contract documents will include design of the site with landscaping, irrigation, walls, concrete bins, storage building, well building, driveway, access road and discharge to waste recommendations.

The City will provide design examples for Well Site #20 (Mission Avenue and Tyler Road) as a template for general conformance by the Consultant. Exhibit “C” illustrates the layout of Well Site #20 building, piping and utility layout features as applicable.

Task 2.3 – Project Bidding Services

The Consultant shall assist the City with the contract bidding process. The well construction and subsequent site infrastructure construction will be managed as two separate contracts. The Consultant shall provide engineer’s cost estimates for each set of plans and specifications.

The Consultant shall prepare an agenda for and conduct pre-bid meetings for both phases of construction. The Consultant shall answer any questions from contractors and coordinate closely with City staff.

Task 2.4 – Project Construction Services

The Consultant shall provide construction management services during the well construction and infrastructure construction phases that include, as a minimum:

- Assisting the City with the administration of the contracts including preparation and submittal of bi-weekly progress reports;
- Monitoring the performance of the drilling and construction contractors for conformance with contract documents, including, at a minimum:
 - Providing review and approval of shop drawings and submittals;
 - Providing a resident project representative;
 - Review of progress payments;

- Responding to requests for clarifications and change orders.
- Assisting the City in responding to events that occur during construction, including evaluation of submitted claims;
- Resident project representative is not expected full time, but to make periodic visits, as recommended by the Consultant; the resident project representative is to coordinate closely with City staff.

TASK 3.0 – PREPARE PS&E TO INSTALL 16” WATERMAIN ON LAKE ROAD

Task 3. – Prepare Plans and Specifications for 16” watermain on Lake Road from Yosemite Avenue to Bellevue Road

The Consultant shall design and provide plans and specifications suitable for project bidding for approximately 10,500 feet of new 16” watermain. Consultant to provide contract documents to include the special provisions, and a bid schedule, review submittals, answer requests for information, provide bidding support and shall include the latest ASTM Standards for Potable Water and City Standards.

The Consultant shall design and provide plans and specifications suitable for project bidding for a new 16” watermain. Contract documents will include the special provisions, and a bid schedule, and shall include the latest ASTM Standard for Potable Water and City Standards.

TASK 4.0 – PREPARE PS&E TO INSTALL A 16” WATERMAIN FROM LAKE ROAD TO PROPOSED WELL SITE.

Task 4.1 – Prepare Plans and Specifications for 16” watermain from Lake Road to the proposed Well Site

The Consultant shall design and provide plans and specifications suitable for project bidding for approximately 6,000 feet of new 16” watermain. Consultant to provide contract documents to include the special provisions, and a bid schedule, review submittals, answer requests for information, provide bidding support and shall include the latest ASTM Standards for Potable Water and City Standards. Exhibit “B” show the proposed subdivision layout. The new watermain layout will be determined by the City Engineer.

The Consultant shall design and provide plans and specifications suitable for project bidding for a new 16” watermain. Contract documents will include the special provisions, and a bid schedule, and shall include the latest ASTM Standard for Potable Water and City Standards.

WORK REQUIREMENTS - TECHNICAL AND ADMINISTRATIVE:

The scope of work involves adherence to various regulatory requirements for well drilling activities, ASTM Standard, and City Standards. The following sections detail technical and administrative requirements for the proposal and contracted work.

SCOPE OF WORK

IMPORTANT NOTE: The Scope of Work presented below describes the services required to complete the Merced Well 23 project. It is organized by major project components and deliverables consistent with the scope of work requested in the RFP. To aid clarity, tasks are structured around the project's primary work elements—test borehole investigation, production well design and construction, and associated water transmission improvements. This organization ensures each component of work is clearly described and aligned with the overall project objectives.

Note that the task order in the Scope of Work does not necessarily reflect the sequence in which work will be performed. The accompanying fee proposal and project schedule present the anticipated order and timing of activities, accounting for project phasing, permitting, and stakeholder coordination. While the sequence of work shown in the schedule differs from the organization of the Scope of Work, the tasks and services described in each are consistent and represent the same tasks and services required to successfully complete the project.

BLACK WATER PROPOSED SCOPE OF SERVICES

Black Water proposes to perform all project services in coordination with and under the supervision of the City's assigned project manager. These tasks include:

TASK 1.0 – INSTALL TEST BOREHOLE AND EVALUATE SITE CONDITIONS

Task 1.1 – Obtain Information and Coordinate with the City

The initial task encompasses a review of existing information pertaining to City municipal well sites, water management plans, and general criteria the City wishes to consider for the new production well.

This review will draw from available materials including, but not limited to:

- Well production rates, local conditions and geology, drilling issues, drilling/development fluids, and solids management and disposal.
- Existing water mains, other utilities and Fairfield Canal conveyance.
- Evaluation of known and unknown potential groundwater quality impacts. Other City municipal well sites have experienced water quality issues for nitrates, arsenic, and volatile organic compounds such as Methyl Tertiary Butyl Ether (MTBE), Trichloroethylene (TCE), and Perchloroethylene (PCE).
- Identification of active dairy operations in the vicinity of the project site.

Team members Nick Zaninovich, P.E. and Sean Spaeth, P.G., CHG, will conduct a site reconnaissance/survey and confirm the general site and surrounding areas conditions. In parallel, Black Water will provide technical assistance to support demand forecasting and identify any changes in water supplies since the 2016 TSPU, ensuring the hydraulic model is built on a well-validated foundation that supports accurate execution and evaluation.

Task 1.2 – Prepare Recommendation Report

Our team will prepare a report that includes recommendations for the successful completion of the work.

The report will include, at a minimum, the following elements:

- Project construction schedule
- Current plot plan and cross-section diagrams as necessary to demonstrate existing conditions for permit applications. Site plan showing drill rig and supporting equipment layouts, fluids and casing storage, sanitary facilities, etc.
- Rationale for test borehole parameters, including diameter and total depth
- Proposed drilling method, including drilling fluids management plan
- Anticipated drilling difficulties (such as heaving sands, etc.) and proposed mitigation measures
- Proposed soil sampling/lithologic logging methodologies
- Proposed geophysical testing methodologies
- Test borehole abandonment procedures
- Proposed test well or monitoring well(s) if applicable:
 - a. construction details
 - b. development procedures
 - c. proposed water sampling procedures
 - d. proposed laboratory analyses
 - e. proposed pump tests if applicable
- Proposed municipal production well:
 - a. Well performance criteria
 - b. construction details and drilling methods
 - c. development procedures
 - d. drilling/development fluids/solids management
 - e. proposed well testing procedures
- Discussion of California DDW permitting procedures and any anticipated challenges
- Discussion of CEQA procedures and any anticipated challenges

We will provide justification to the satisfaction of the City if the team recommends that test drilling is not required. Black Water will also recommend whether to complete the test borehole as a test well or install discrete-depth monitoring wells in the borehole for aquifer depth sampling, as applicable.

Task 1.3 – Drill Test Borehole, Perform Geophysical Testing and Install Test Well(s)

Black Water will proceed to install the test boring upon receiving City approval of the above recommendation report. We will utilize Bradley and Son's, a C57 licensed contractor, to drill the test borehole, perform necessary and applicable testing, install and develop test or monitoring well(s) as necessary.

Task 1.4 – Perform Water Analyses, Evaluate Borehole Data

Black Water will obtain water samples from the test borehole, test well, or monitoring well(s) (as applicable) and have them analyzed by a California-certified laboratory as applicable to the specific analyses. The borehole test results and laboratory analytical data shall be evaluated to support the project objective of installing the production well at the subject site.

Task 1.5 – Prepare Summary Report

Our team will prepare a summary report detailing the work performed and providing justification for or against continuing the production well installation.

The summary report shall include, at a minimum, the following elements:

- Water Well Driller's report for test/monitoring well(s) per California Department of Water Resources requirements (as applicable)
- Lithologic log of the test borehole
- Geophysical logs per applicable tests
- Water sample laboratory analytical data
- Maximum production rate and design production rate
- Water quality challenges and proposed mitigation measures
- Preliminary cost estimates for well construction and development, pump station and water main construction, and connection to existing infrastructure (water, sewer, electric)

TASK 2.0 – DESIGN AND INSTALL MUNICIPAL WELL PUMP STATION

Task 2.1 – Prepare Plans and Specifications for Drilling, Construction and Development of the Production Well

Black Water will proceed to design the new municipal production well upon City approval of our team's summary report. We will provide plans and specifications suitable for project bidding for well drilling, construction and development. Performance criteria for the acceptance of the new well will be included. This task will also include coordinating with the California Department of Drinking Water for permitting compliance and Source Water Assessment, as necessary.

Task 2.2 – Perform Water Analyses, Evaluate Borehole Data

Our team will design and provide plans and specifications suitable for project bidding for the construction of well infrastructure. Contract documents will include the site design, including landscaping, irrigation, walls, concrete bins, a storage building, a well building, a driveway, an access road, and recommendations for discharge to waste.

Task 2.3 – Project Bidding Services

Black Water will assist the City with the contract bidding process. The well construction and subsequent site infrastructure construction will be managed as two separate contracts. Our team will provide the engineer's cost estimates for each set of plans and specifications.

Black Water will prepare an agenda for and conduct pre-bid meetings for both phases of construction. We will also answer any questions from contractors and coordinate closely with City staff.

Task 2.4 – Project Construction Services

Black Water will provide construction management services during the well construction and infrastructure construction phases that include, at a minimum:

- Assisting the City with the administration of the contracts, including preparation and submittal of bi-weekly progress reports
- Monitoring the performance of the drilling and construction contractors for conformance with contract documents, including, at a minimum:
 - Providing review and approval of shop drawings and submittals
 - Providing a resident project representative
 - Review of progress payments
 - Responding to requests for clarifications and change orders
 - Assisting the City in responding to events that occur during construction, including evaluation of submitted claims
 - It is understood that our resident project representative is not expected full-time, but will make periodic visits, as recommended by our team; the resident project representative will coordinate closely with City staff

TASK 3.0 – PREPARE PS&E TO INSTALL 16" WATER MAIN ON LAKE ROAD

Task 3.1 – Prepare Plans and Specifications for 16" Water Main on Lake Road from Yosemite Avenue to Bellevue Road

Black Water will design and provide plans and specifications suitable for project bidding for approximately 10,500 feet of new 16" water main. We will provide contract documents to include the special provisions, a bid schedule, review submittals, answer requests for information, provide bidding support, and shall include the latest ASTM Standards for Potable Water and City Standards.

Our team will design and provide plans and specifications suitable for project bidding for a new 16" water main. Contract documents will include the special provisions and a bid schedule and shall include the latest ASTM Standard for Potable Water and City Standards.

TASK 4.0 – PREPARE PS&E TO INSTALL A 16” WATER MAIN FROM LAKE ROAD TO PROPOSED WELL SITE

Task 4.1 – Prepare Plans and Specifications for 16” Water Main from Lake Road to the Proposed Well Site

Black Water will design and provide plans and specifications suitable for project bidding for approximately 6,000 feet of new 16” water main.

We will provide bid support and prepare contract documents encompassing special provisions, a bid schedule, submittal reviews, and responses to requests for information, all in accordance with the latest ASTM Standards for Potable Water and City Standards. The proposed subdivision layout is illustrated in Exhibit “B.” The new water main layout will be determined by the City Engineer.

Our team will design and provide plans and specifications suitable for project bidding for a new 16” water main. Contract documents will include the special provisions, a bid schedule and the latest ASTM Standard for Potable Water and City Standards.

EXHIBIT B



CITY OF MERCED
ENGINEERING DESIGN SERVICES FOR MUNICIPAL WELL SITE #23
13-Apr-26
Fee Proposal
Level of Effort

Billing Rates \$/hr										BLACK & WATER CONSULTING ENGINEERS										Subs										Totals								
TASK	Task Activity	Principal	Director of Engineering	Project Manager	Associate Engineer	Assistant Engineer	Design/ Drafting	QA/QC	Admin	Black Water Total Hours	Black Water Fee	Topo Survey	Hydro-geologist	Test Well Drilling	Electrical	Structural	Geotech	Subconsultants Total Fee	Total Fee ¹																			
1 Test Borehole and Evaluate Site Conditions																				302	302	275	239	193	178	155	155											
1.1	Obtain Information and Coordinate with the City			4						4	\$1,100		\$11,553					\$11,553	\$11,553																			
1.2	Prepare Recommendation Report			4						12	\$985		\$23,900					\$23,900	\$23,900																			
1.3	Test Well (Drill Borehole and Geophysical Testing)			4						3	\$2,828		\$38,868	\$204,040				\$38,868	\$242,908																			
1.4	Water Quality and Borehole Evaluation			3						5	\$925		\$19,071					\$19,071	\$21,803																			
1.5	Prepare Summary Report			2						2	\$1,162		\$17,150					\$17,150	\$20,027																			
	Task 1 Total	1	0	14	4	4	0	4	0	27	\$6,500	\$0	\$170,542	\$204,040	\$0	\$0	\$0	\$374,592	\$392,540																			
2 Design and Install Municipal Well and Pump Station																																						
2.1	Production Well (Plans, Specs, Construction)			4						4	\$1,100		\$19,875					\$19,875	\$19,875																			
2.1.1	Production Well Bidding Services			2						2	\$550		\$6,390					\$6,390	\$6,390																			
2.1.2	Production Well Construction Phase Services			2						2	\$550		\$6,390					\$6,390	\$6,390																			
2.2	Well Site Pump Station (Plans and Specs)	24	24	40	160	80	365	24		707	\$146,086	\$16,450	\$84,785	\$9,400	\$10,000	\$23,300	\$23,300	\$84,785	\$273,551																			
2.2.1	Site and Pump Station Bidding Services	2	4	12	48	16	71	40		114	\$173,426		\$17,150			\$2,000	\$2,000	\$17,150	\$21,150																			
2.2.2	Site and Pump Station Construction Phase Services	10	24	40	160	80	310	24		570	\$119,426		\$17,150			\$2,000	\$2,000	\$17,150	\$21,150																			
	Task 2 Total	42	52	100	296	160	319	124	0	1399	\$297,872	\$16,450	\$170,850	\$0	\$9,400	\$12,000	\$23,300	\$297,872	\$463,072																			
3 16-inch Water Main																																						
3.1	Design Lake Road (10,500 lf)	12	16	40	60	80	340	38		586	\$115,646	\$24,475						\$31,038	\$55,513																			
3.2	Design Well Site to Lake Road (6,000 lf)	0	0	0	0	0	0	12		0	\$0	\$0						\$0	\$0																			
3.3	Water Main Bid Phase Services	2	4	12	12	40	24	12		94	\$20,804							\$20,804	\$20,804																			
3.4	Water Main Construction Phase Services	2	3	6	12	34	80	3		60	\$13,059							\$13,059	\$13,059																			
	Task 3 Total	16	23	58	112	114	364	53	0	740	\$149,505	\$24,475	\$0	\$0	\$0	\$0	\$0	\$55,513	\$210,589																			
4 Project Management and Administration																																						
4.1	Kickoff and Progress Review Meetings	12	12	54	54	27		18		177	\$43,005							\$43,005	\$43,005																			
4.2	Project Administration			4	16	16	54	8		48	\$10,320							\$10,320	\$10,320																			
4.3	Project Closeout	12	16	94	54	27	0	26		32	\$7,468	\$0						\$7,468	\$7,468																			
	Task 4 Total	12	16	94	54	27	0	26	28	257	\$67,793	\$0	\$0	\$0	\$0	\$0	\$0	\$67,793	\$67,793																			
TOTALS		71	91	266	466	551	743	207	28	2,423	\$506,470	\$42,925	\$221,392	\$204,040	\$9,400	\$12,000	\$34,338	\$544,095	\$1,106,975																			
TOTAL FEE																			\$1,106,975																			

Notes:
 1. All scope items and associated fees are based on the best approximation we can make given the current level of information we have.
 2. Black Water will discuss and/or negotiate with the Client any scope or fee item shown on this Proposal.
 3. Subconsultant work is charged at cost plus 10 percent.