

## 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 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Provost & Pritchard Engineering Group, Inc., a Stock Corporation, whose address of record is 455 W. Fir Avenue, Clovis, California 93611, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to do groundwater monitoring and municipal well sampling for PCE & MTBE investigations; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide well sampling 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.** The Consultant shall furnish the following services: Consultant shall provide the well sampling services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the 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 the Consultant.

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, the City and the 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, 2026.

4. **COMPENSATION.** Payment by the City to the 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 "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$92,000.

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the 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., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the 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 the 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 the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the 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 the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

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) 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 the 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) per occurrence for bodily injury, personal injury and property damage.
- (iii) The 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 the 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 the 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 the 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) The 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). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. 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).

f. Certificate of Insurance. Consultant shall complete and file with the 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

works” the 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. The 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 the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the 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. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the 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 the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time 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, the 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.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. 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.

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 the 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 the City in connection therewith.

15. 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.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. 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.

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 the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. 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.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

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

20. 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.

21. 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.

22. 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.

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 6/11/2025  
City Attorney Date

ACCOUNT DATA:  
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: \_\_\_\_\_  
Verified by Finance Officer

*{Signatures continued on next page}*

CONSULTANT  
PROVOST & PRITCHARD  
ENGINEERING GROUP, INC.,  
A Stock Corporation

BY:   
(Signature)

Dave Norman  
(Typed Name)

Its: Director of Operations  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 94-2187078

ADDRESS: 455 W Fir Avenue  
Clovis, CA 93611

TELEPHONE: (559)449-2700

FAX: (559)449-2715

E-MAIL: dnorman@ppeng.com



# PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave, Clovis, CA 93611 • (559) 449-2700  
www.provostandpritchard.com

June 9, 2025

Daryl Jordan, PE, City Engineer  
City of Merced  
678 W 18th St  
Merced, CA 95340

RE: Fee Estimate for the 2025-2026 Fiscal Years for Groundwater Monitoring Well & Municipal Well Sampling Services

Dear Mr. Jordan:

Provost & Pritchard Consulting Group's project team is ready to continue providing the City of Merced with groundwater well sampling, analysis and reporting services at multiple sites throughout the City for the PCE and MTBE projects.

## SCOPE OF WORK

Provost & Pritchard committed to conducting the sampling for both the PCE and the MTBE projects, standard environmental practice, and the Merced County Department of Public Health, Division of Environmental Health, Local Oversight Program's Minimum Monitoring Well Sampling Requirements, in order to provide laboratory results that meet a high standard for reliability, accuracy and timeliness. Provost & Pritchard has conducted this sampling project for the last six years and several other projects in Merced County including for the City of Merced, and is familiar with City, County and RWQCB requirements. We are confident that we can (as we have in the past) meet the requirements and meet or exceed the City's expectations for timeliness and budget control. Meeting these requirements is a part of providing reliable and reproducible data. It is also critical to accurately record the purging and sampling data appropriately so that, in the event of a questionable laboratory result, the documented field procedures and observations can provide some insight to the result(s).

Provost & Pritchard's commitment to the City is to complete the groundwater sampling within the first month of each quarter. Our practice is to treat sampling as the most critical aspect of data collection and management, and therefore dedicate staff, and make every attempt to complete the work consecutively without sending staff to other projects or sites.

We understand that the schedule for both the MTBE and PCE projects may vary over time, and we are willing and able to be flexible with the schedule and number of wells sampled. Each Provost & Pritchard staff member assigned to this project are current with the 40-hour and 8-hour HAZWOPER certification as required by 29 CFR 1910.120.

[https://us-partner-integrations.egnyte.com/msoffice/wopi/files/cea0f716-05e7-4ca8-8ddb-533314061d48/WOPIServiceld\\_TP\\_EGNYTE\\_PLUS/WOPIDUserid\\_73.ppeng.egnyte.com/2025-0314 Groundwater Sampling PCE and Municipal Wells.docx](https://us-partner-integrations.egnyte.com/msoffice/wopi/files/cea0f716-05e7-4ca8-8ddb-533314061d48/WOPIServiceld_TP_EGNYTE_PLUS/WOPIDUserid_73.ppeng.egnyte.com/2025-0314 Groundwater Sampling PCE and Municipal Wells.docx)

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EXHIBIT A



## PCE SAMPLING

Provost & Pritchard has consistently conducted the PCE sampling for the City of Merced since the Third Quarter 2019.

For the PCE sampling, Provost & Pritchard will use either the existing dedicated Waterra purging and sampling system (installed in 2019) for the intermediate and deep wells, and disposable bailers for purging and sampling of shallow wells. The use of other types of pump or samplings systems which introduce the potential of cross contamination and other sampling errors would be risky, given the sensitive nature of the laboratory testing and results in the past. If after a few quarters generally reproducible laboratory results are reported, Provost & Pritchard may in certain situations recommend the use of a submersible pump designed for environmental sites or other dedicated purging and sampling systems.

When taking depth to water levels in each well, Provost & Pritchard will sound the bottom of each well on each sampling event to ensure that the proper well is sampled. Provost & Pritchard placed a metal tag on each well in 2010, during the previous three-year contracting period, inside the street box, labeled with the well identification information. During the purging and sampling process EC, temperature and pH will be recorded on the sampling purge log (a blank copy has been included in our proposal). Copies of the purge logs will be submitted to the City Engineering Department by e-mail within one week of completing the field work, and within two weeks to the Environmental Control Office, as discussed above. Samples will be collected in sample containers provided by the City's contract laboratory, stored in an ice cooled chest under chain-of-custody and delivered to the laboratory by Provost & Pritchard staff. Travel and Trip blanks will be made of organic free water provided by the laboratory to reduce the likelihood of detections of trihalomethanes and other organic compounds. Purge water collected in the two 250-gallon trailer mounted tanks during the monitoring process will be delivered to the City's Wastewater Treatment Plant (WWTP) headworks for disposal. Provost & Pritchard has disposed of PCE purge water at this location for many years and is familiar with the process. It should be noted that the latest arrival time at the WWTP is 3:00pm daily. So, timing is critical to allow for the greatest level of efficiency. If a later disposal time could be arranged additional sampling could be achieved each day. Provost & Pritchard provides containers appropriate for purge water containment and transportation to the WWTP with two 250-gallon trailer mounted tanks.

If the site well is inaccessible during the sampling event, we will make every effort to sample the well or return within two days. If a well is still not accessible, the City will be notified before we complete the sampling event.

## MTBE SAMPLING

Provost & Pritchard's experience with these sites since 2019 and overall expertise with groundwater sampling provides the City with a higher level of reliability and sample reproducibility.

Several of the monitoring wells associated with the municipal wells are well over 200 feet deep and are constructed of 2-inch PVC or metal casing. Historic purging and sampling of these wells appears to have been limited to depths above 200 feet due to available pumping technology. Provost & Pritchard will sound the bottom of each well (label each well) to ensure that the appropriate wells are sampled at each sampling event, and will then record the information on the purge log reference above. The general standard practice is to purge three boring volumes, at a minimum, to produce a representative sample. The purging and sampling are typically conducted from within the screened zone of the well. This is not practicable for many wells. Provost & Pritchard will conduct the purging and sampling of these deep monitoring wells with a Grundfos Redi-Flo 2© pump owned by Provost & Pritchard from approximately 200 to 240 feet. Our cost estimate and schedule are based on this technique, and we will continue to be able to meet the City's

requirements. Equipment decontamination will (and has been successfully conducted) be done by pumping a non-phosphate containing cleaner through the pump and hosing followed by a clean water rise, and finally a DI water rinse. Similar steps will be taken for the exterior of the pump and hose.

Purge water from the monitoring wells associated with municipal wells will be collected in two 250-gallon trailer mounted tanks for disposal at the WWTP. Any surface disturbance (dislocated gravel) will be restored in pre-sampling condition.

The sampling of the municipal wells themselves will be conducted by Provost & Pritchard staff after City staff have provided access and switched on the pump (if not running when the sampling event is scheduled). Water will be run through the sample tap for a minimum of 5 to 10 minutes to remove any stagnate water before sampling. Water samples will be collected and labeled, placed in the ice chest and shipped with the monitoring well samples from the same site as described above.

## FEE PROPOSAL AND BUDGET

Provost & Pritchard is ready to start providing sampling, analysis and reporting services, has dedicated and experienced staff, and is committed to meeting the City's schedule for this project. Thank you for considering us to be a part of your team.

	Fee
Task 1 – PCE Project Sampling	\$ 64,000
Task 2 – Municipal Well Site Sampling	\$ 28,000
<b>Annual Fee for 1 Year of Sampling</b>	<b>\$ 92,000</b>

## LIMITATIONS

P&P offers various levels of investigative, engineering and design services to suit the varying needs of our Clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which help understand and manage the level of risk. Since detailed investigation and analysis involves greater expenses, our Clients assist with determining levels of services that will provide adequate information for their purposes at acceptable levels of risk. Acceptance of this proposal indicates the City of Merced has reviewed the scope of work and determined you do not need or want a greater level of services than that being proposed. Any exception should be noted and may result in high fees.

Regulations and professional standards applicable to P&P services are continually evolving. Techniques are, by necessity, often new and relatively untried. Different professionals may reasonably adopt different approaches to similar problems. Therefore, no warranty or guarantee, express or implied, will be included in P&P's scope of services.

## AUTHORIZATION

If there is a need for any change in the scope of services described in this fee estimate, please call us immediately. Changes may require revision of the proposed fee that will be communicated to you.

All information gathered during this project is considered confidential and will be released only upon written authorization of the City of Merced or as required by law.

We appreciate the opportunity to submit this fee estimate and look forward to continue working with you on this project. If you have any questions or need additional information, please contact Dave or Stephanie in our Clovis Office at (559) 449-2700.

Sincerely,

**Provost and Pritchard Consulting Group**



Stephanie Gillaspy, EIT  
Principal Environmental Specialist



David W. Norman  
Director of Operations

DWN:SEG