

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 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 perform 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, 2031. The parties may by mutual agreement extend the term for up to two (2) additional five (5) year periods.

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 "B" 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 "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$506,250.

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 4-15-2026
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)

David 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: _____

FAX: _____

E-MAIL:

Proposed Scope of Services to include:

TASK 1- PCE Project Sampling

This task will include activities related to obtaining groundwater data and facilitating the reporting of this data to regulatory agencies. Activities within this task will include:

- Qualified environmental consulting firm (Consultant) shall perform quarterly sounding/sampling of the PCE project monitoring wells for ten (10) quarters (4th quarter 2026 through 2nd quarter 2031, see Table 1 below and Attachment 1 for quantity of wells to be sampled);
- The Consultant shall provide **traffic control services at each sampling site as necessary** in general conformance to the "California Manual on Uniform Traffic Control Devices" (CA MUTCD, latest edition). An initial traffic control plan shall be submitted to the City for approval and issuance of an encroachment permit. Upon approval, this permit shall thereafter be used for the remainder of the contract term. The consultant shall contact the City each quarter for scheduling and coordinating activities so as to not conflict with potential street activity for utility trenching, private construction, etc.;
- The Consultant shall perform sounding/sampling of the wells according to schedule and protocols specified in following sections;
- The Consultant shall perform routine well box maintenance and repair. (For the purposes of quoting on this task, assume \$3,000 per year on a time and materials basis to replace well lids, patch grout/asphalt/cement in or around well boxes, and/or replace stripped threads on lids. Activities shall be coordinated through City Project Manager for concurrence prior to repairs.)
- The Consultant shall complete and maintain *groundwater monitoring well* purging and sampling records in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the City no later than two weeks after each field event; Originals shall be submitted to the City no later than one month after each field event; the consultant may keep copies;
- The Consultant shall complete and maintain *municipal well* sampling Chain-of-Custody documentation in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the City no later than two weeks after each field event; Originals shall be submitted to the City no later than one month after each field event; the consultant may keep copies;
- The consultant shall coordinate container/sample transport to or pick up by laboratory. The lab contract includes providing sample containers and consultant will pick up/drop off containers from WQCD office located at the City's Wastewater Treatment Plant (WWTP), 12060 Gove Road, Merced. Analyses are to be EPA Method 8260B, with eight (8) monitoring wells at Parkway PCE site also for hexavalent chromium EPA Method 218.6;
- The Consultant shall transport and dispose of well purge/decon water at the City of Merced Wastewater Treatment Plant (WWTP) headworks at no cost. The WWTP must be accessed before 3PM weekdays due to gate closure (Note- all work is Monday through Friday, no weekends).

Proposers are advised to consult the following reference to obtain information on PCE Project sites' locations, well locations, construction and depth to water data:

California State Water Resources Control Board GeoTracker database for the MERCED PCE- PARKWAY CLEANERS SL0604710326 site located at 1530 Yosemite Parkway, Merced (go to Site Maps/Documents tab and look for 2025 groundwater monitoring reports and review existing field logs in appendices.)

The following table reflects the current well sampling quantity/schedule (by site name, calendar quarter) for the PCE Project:

Table 1
(all wells sounded semi-annually)

Site Name	Second Quarter	Fourth Quarter
Parkway	10	10
R Street	4	3
Sunshine	10	9
Bel Air	6	-
Simpsons	6	2
Totals	36	24

TASK 2 – Municipal Well Site Sampling

This task will include activities related to obtaining additional PCE and MTBE groundwater data.

Note: City of Merced Department of Public Works Water Division staff will be present to operate well pumps during all municipal well sampling activities. City WQCD staff will also be present and may conduct sampling while at the site for purposes unrelated to this procurement. For clarification on the sampling schedule below refer to Attachment 2 for an illustration of the first fiscal year 2026/2027 schedule starting July 1, 2026

Activities within this task will include:

- The Consultant shall perform quarterly sampling/sounding of the municipal well sites' monitoring wells [eleven (11) total] for five years (months of August, November, February, and May, for years 2026 through 2031, see Table 2 below);
 - The consultant shall purge the monitoring wells and facilitate sampling by WQCD staff for PCE analyses. Consultant shall not handle/manage samples beyond sampling device transfer to WQCD staff in the field;
- The Consultant shall perform sounding/sampling of the wells according to supplied schedule and protocols specified in following sections;
- The Consultant shall complete and maintain *municipal well* purging and sampling records in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email

to the City no later than two weeks after each field event; originals shall be submitted to the City no later than one month after each field event; consultant may keep copies;

- The Consultant shall complete and maintain *groundwater monitoring well* sampling Chain-of Custody documentation in accordance with standard environmental practice. The records shall be provided to the City as follows: PDF scanned copies shall be submitted via email to the City no later than two weeks after each field event; originals shall be submitted to the City no later than one month after each field event; consultant may keep copies;
- The Consultant shall transport and dispose of well purge/decon water at the City of Merced WWTP headworks at no cost.

The table below is provided for reference (well total depth data approximate). Note that the municipal wells will be sampled out of a spigot-type port (decon before use), while the monitoring wells will need to be purged/sampled according to standard environmental protocols:

Table 2

	Municipal Wells	Monitoring Wells (total depth in feet)			
Well Site #1	#1A	MW-1*			
		40'			
Well Site #2	#2B	MW-1	MW-2	MW-3	MW-4
		667'	490'	242'	139'
Well Site #3	#3C	MW-1	MW-2	MW-3	MW-4*
		560'	242'	150'	110'
Well Site #5	#5B	MW-10C			
		110'			
Well Site #7		MW-1			
		605'			
	4 total	11 total			

*Sampled if sufficient water is present. The municipal well sites' locations are all within a 2-mile radius of downtown Merced.

METHODOLOGY OVERVIEW AND APPROACH

Reliable environmental data is critical to all aspects of site assessment and remedial action programs for any site. Conversely, poor data quality due to inadequate implementation or documentation of sampling plans, mislabeling of samples and wells sampled significantly reduces the usability of the data set, misstating the actual field conditions. Sampling programs for large multi-site projects must be treated as a field priority and not as filler work. Wells must be measured and sampled within a short time as reasonable to produce relatively compatible data. Provost & Pritchard, as the reporting consultant since 2008, is directly affected by the results of data collected during the groundwater sampling episodes. Provost & Pritchard believes that we are the most qualified firm to continue conducting the groundwater sampling for this PCE and MTBE project for the following reasons:

- Provost & Pritchard's successful experience with previous sampling contracts
- Unmatched understanding of the PCE and MTBE project objectives and goals
- Dedicated staff to conduct the sampling
- Cost effective approach to groundwater monitoring

Provost & Pritchard has conducted groundwater monitoring for many projects over the past 20 years and understands that gathering quality information is very critical. When gathering information our approach always considers if:

- The Chain of Custody is completed correctly,
- are samples delivered or ship to arrive in temperature,
- the data is reliable,
- the data is reproducible, and
- the data quality (detection limits, methods and constituents) meets the project requirements and objectives.

Provost & Pritchard has read the RFQ in detail and is committed to conducting the sampling for both the PCE projects in accordance with the intent of the RFP, 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 three years and several other projects in Merced County including 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). As requested in the RFP, Provost & Pritchard has included copies of our Chain of Custody and Sampling (Purge) Log for your review. If the City of Merced would like to have additional information included on the logs, Provost & Pritchard will provide a modified form for review and use.

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.

The sampling records for both the PCE and the municipal well samplings will be submitted by e-mail to the City's Engineering Division no later than one week after the sampling event is completed. The original hard copies will be sent to the City of Merced Environmental Control Office within two weeks of the sampling being finished. Monitoring wells will be sampled in accordance with the schedules and number of wells listed under Task 1 and 2 in the RFP. 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. A significant reduction in the number of wells sampled on either project would result in cost savings to the City of Merced. Each Provost & Pritchard staff member assigned to this project is current with the 40-hour and 8-hour HAZWOPER certification as required by 29 CFR 1910.120.

PCE SAMPLING

Provost & Pritchard previously conducted PCE sampling for the City of Merced from the third quarter of 2010 through the second quarter of 2013 and from the third quarter of 2019 through the second quarter of 2026.

The intent of choosing sampling equipment is to allow for efficient and timely sampling and to minimize sampling error (reliability) and opportunity for cross-contamination. For the PCE sampling, Provost & Pritchard will use either the existing dedicated Waterra purging and sampling system 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.

Provost & Pritchard
previously conducted PCE
sampling for the City of
Merced from the Third
Quarter 2010 through the
Second Quarter 2013 and
from the Third Quarter
2019 through the Second
Quarter 2026.

MUNICIPAL WELL SAMPLING

Provost & Pritchard has conducted the Municipal Well sampling for the City of Merced from the Third Quarter 2019 to Second Quarter 2026, and from the Third Quarter 2010 to Second Quarter 2013. Provost & Pritchard's experience with these sites and overall expertise with groundwater sampling will provide the City with a higher level of reliability and sample reproducibility. This is critical for continued support at the same level.

Several of the monitoring wells associated with the municipal wells are well over 200 feet deep (Table of Wells Task 2 RFP) 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 as detailed in the RFP. Equipment decontamination will be conducted by circulating a non-phosphate cleaning solution through the pump and associated hoses, followed by a clean water rinse and a final deionized (DI) water rinse. The exterior surfaces of the pump and hoses will be decontaminated using the same procedure.

Provost & Pritchard understands the importance of the Municipal Well sampling and the integrity of the sample results required for the future of this project.

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.

While repeating a previous statement, we want to be clear about Provost & Pritchard's view on data collection and sampling: 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.

TRAFFIC CONTROL SERVICES

Provost & Pritchard has traffic control devices for monitoring wells in parking lots and other areas needing the appropriate control. Otherwise, Provost & Pritchard will utilize Alert O Lite to provide traffic control for the PCE sampling. The currently approved traffic control plans will be resubmitted for approval. Alert O Lite traffic control will be necessary for the following monitoring wells:

Simpson's Cleaners:

- S47-S-1, S47-I-1, and S47-D-1 in M Street
- S47-S-3, S47-I-3, S47-D-3 in Main Street

Sunshine Cleaners:

- S46-I-1 and S46-D-1 in T Street
- S46-I-2 and S45-D-2 in 18th Street
- S46-S-3, S46-I-3, S46-D-3 in Main Street

Bel Air Cleaners:

- S14-S-2, I-2, and D-2 in P Street
- S14-S-3, I-3, and D-3 in Q Street
- S14-S-1, I-1, and D-1 in P Street

Parkway Cleaners :

- S45-I-3, D-3 in Shirley St

Traffic control costs are included in the fee estimate.

FEE PROPOSAL AND BUDGET

Based on the 2022-2026 contract, Provost & Pritchard included a 15% increase (3% annually) from the previous contract to account for inflation, gas prices, and labor cost increases.

BUDGET	
Budget Categories	Task Sub-total
TASK 1 - PCE PROJECT SAMPLING	\$290,000
TASK 2 - MUNICIPAL WELL SITE SAMPLING	\$201,250
(WELL REPAIR @ \$3,000/YEAR FOR FIVE YEARS)	\$15,000
NOT TO EXCEED TOTAL CONTRACT COST	\$506,250

FEE PROPOSAL		
Staff Name	Title	Hourly Rate
DAVE NORMAN	PRINCIPAL IN CHARGE PRINCIPAL ENVIRONMENTAL SPECIALIST	\$278
STEPHANIE GILLASPY, EIT	PROJECT MANAGER SENIOR ENVIRONMENTAL SPECIALIST	\$218
DARYLYN TACHELLA, PG	QUALITY ASSURANCE/QUALITY CONTROL PRINCIPAL GEOLOGIST/HYDROGEOLOGIST	\$222
YVAN MENDOZA, PG, QSD/P	ASSOCIATE GEOLOGIST/HYDROGEOLOGIST PROJECT GEOLOGIST	\$172
MOISES QUINTERO	GROUNDWATER MONITORING AND SAMPLING ASSISTANT GEOLOGIST/HYDROGEOLOGIST	\$142