

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2023, 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 and Pritchard Engineering Group, Inc., a California Corporation, whose address of record is 455 W. Fir Avenue, Clovis, California 93611-0242, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to perform environmental services for a PFAS/PCE groundwater investigation project at the Merced Regional Airport; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide professional environmental 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 environmental services for a PFAS/AOF/PCE groundwater investigation project 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 project engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. TIME OF PERFORMANCE AND TERM OF AGREEMENT. All of the work outlined in the Scope of Services shall commence upon the day first above written and 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. DESIGNATED PROJECT MANAGER. It is understood between the

parties to this Agreement, that City has selected Consultant based upon the qualifications, experience, and extensive knowledge of the facts and status of the subject matter of this Agreement by Consultant's employee, DAVID NORMAN. Consultant agrees to designate its Principal Client Manager, DAVID NORMAN, as its primary project manager for services subject to this Agreement. Any substitution of project manager by Consultant shall not be made without 30 days written notice to City and only with the City's written consent to said substitution.

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 \$82,165.

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: [Signature]  
Acting City Manager

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: [Signature]  
Assistant/Deputy City Clerk 10-10-23



APPROVED AS TO FORM:

BY: [Signature] 9/12/23  
City Attorney Date

519  
ACCOUNT DATA:

BY: [Signature]  
Verified by Finance Officer - 845

Funds available. ac 10/11/23  
60016060-511012 FL 10/11/23  
\$ 82,165.00

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

BY: *Dave Norman*  
(Signature)

Dave Norman  
(Typed Name)

Its: Director of Operations  
(Title)

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

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

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

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: 455 W. Fir Ave.  
Clovis, CA 93611-0242

TELEPHONE: (559)326-1100  
FAX: (559)326-1090  
E-MAIL: [dnorman@ppeng.com](mailto:dnorman@ppeng.com)

## Exhibit "A"

### *Scope of Services:*

#### **Project Groundwater Sampling and Analysis**

This task will include activities related to obtaining groundwater data and facilitating the reporting of this data to the Regional Water Quality Control Board – Central Valley Region (RWQCB). Activities within this task will include:

- Qualified environmental consulting firm (Consultant) shall perform two (2) semi-annual sounding/sampling events of the project monitoring wells in accordance with RWQCB's Monitoring and Reporting Program (MRP) No. R5-2011-0808 (3<sup>rd</sup> Qtr 2023 through 1<sup>st</sup> Qtr 2024) including revisions per letter dated 21 June 2022;
- NOTE on MRP: well BZW-2 is annual (listed twice), well MW-19 is annual (omitted);
- One round of PFAS/PFOA/AOF sampling and analysis for the PFAS/PFOA/AOF 32 analytes including field and general chemistry parameters in conformance with RWQCB requirements per the revised order to assess changes of PFAS concentrations compared to the 2016 event and estimate the potential maximum amount of aggregate PFAS concentrations in groundwater to determine if additional monitoring wells will be needed to complete PFAS plume delineation.
- The Consultant shall complete and maintain field purging and sampling records in accordance with standard environmental practice;
- The Consultant shall complete and maintain groundwater sampling Chain-of Custody documentation in accordance with standard environmental practice;
- The Consultant shall submit samples to the laboratory and ensure proper management in accordance with standard environmental practice;
- One trip blank sample and one equipment blank sample shall be obtained per event and submitted for laboratory analysis;
- The Consultant shall provide traffic control services for wells in streets consisting at a minimum of traffic cones and signs (work ahead or equivalent);
- The Consultant shall dispose of well purge/decon water on site in areas that will be identified by the City Project manager (as currently permitted by the RWQCB);
- The consultant shall update the well field data including GPS location, well depth and screening interval for each well in the Airport monitoring well network;
- The consultant shall conduct a survey of sensitive receptors within 1-mile radius from the airport.

#### **Project Semi-Annual Reporting**

This task will include activities related to drafting and submitting semi-annual reports to the RWQCB (with copy to City and GeoTracker upload). Activities within this task will include:

- Consultant shall draft and submit two (2) semi-annual reports in accordance with the RWQCB's revised MRP No. R5-2011-0808 (3<sup>rd</sup> Qtr 2023 and 1<sup>st</sup> Qtr 2024);
- The Consultant shall submit via email draft report copies to the assigned City project manager for review and comment no less than three weeks prior to the reporting deadlines as specified in Monitoring and Reporting Program No. R5-2011-0808. Consultant shall submit final copy to the RWQCB, City and Geotracker by reporting deadlines;

- The Consultant's reports shall include all information that is identified and required in the MRP. The City will provide historical project data to be included in reports as required (see Administrative Requirements below);
- Consultant shall submit all required electronic reports to the State Geotracker database in accordance with Board's Monitoring and Reporting Program No. R5-2011-0808 (3<sup>rd</sup> Qtr 2023 and 1st Qtr 2024).

### **Project One Time Reporting**

This task will include activities related to PFAS/PFOA/AOF reports to the RWQCB (with copy to City and GeoTracker upload). Activities within this task will include:

- Consultant shall draft and submit two (2) reports in accordance with the RWQCB's revised MRP No. R5-2011-0808;
- The Consultant shall submit via email draft report copies to the assigned City project manager for review and comment no less than three weeks prior to the reporting deadlines as specified in the revised MRP. Consultant shall submit final copy to the RWQCB, City and Geotracker by reporting deadlines;
- The Consultant's reports shall include all information that is identified and required in the revised MRP to required reporting limits. The City will provide historical project data to be included in reports as required (see Administrative Requirements below);
- Consultant shall submit all required electronic reports to the State Geotracker database in accordance with Board's revised MRP
- The consultant shall update the well field list and associated data including but not limited to GPS location, well depth, depth to water and screening interval for each well and provide mapping of existing monitoring wells to update abandoned wells in order to evaluate the available monitoring well network
- The consultant shall conduct a survey of sensitive receptor within 1-mile radius from the airport

Proposers are advised to consult the following reference to obtain information on the Project site location, well locations, construction and depth to water data, and report format:

California State Water Resources Control Board GeoTracker database for the **Merced Muni Airport** site, **Global ID #SL185232902** (go to Site Maps/Documents tab and look for Groundwater Monitoring Reports.)

### **Work Requirements- Technical and Administrative:**

The scope of work involves adherence to various regulatory requirements for environmental assessment activities. The following sections detail technical and administrative requirements for the proposal and contracted work that supplement the above discussed services.

### ***Technical Requirements-***

- The contracted work is to be performed under the direction of an appropriately licensed individual for geologic/groundwater investigations in accordance with the State of California Business and Professions Code (as required in MRP). The signature and professional seal (stamp) of the individual in responsible charge for the contracted work shall be submitted in the reports;

- The Consultant shall be responsible for selecting an appropriately accredited environmental laboratory to perform the required groundwater samples analyses;
- The Consultant shall be responsible for delivering samples to the laboratory in a manner that meets all applicable sample holding time protocols;
- All well monitoring/purging/sampling/laboratory activities will conform to standard environmental practice, and conform to RWQCB requirements. **Should the RWQCB reject any work as unacceptable, the consultant shall be responsible for re-sampling and incur all associated costs for bringing project into regulatory compliance;**
- The Consultant shall return the site and areas affected during work to their pre-field work condition;
- The Consultant shall be responsible for compliance with applicable provisions of California Code of Regulations, Title 8, 5192, and 29 CFR 1910.120, including but not limited to:
  - Contractor staff shall be 40 Hour Hazwoper certified and maintain documentation of such (and 8 hour annual refresher) at the job site (to be submitted to regulatory staff upon demand);
- Past sampling methods have included submersible pumps, Waterra systems, etc. The Consultant is responsible for choosing and providing well purging and sampling methodologies and equipment as applicable to the project, in accordance with regulatory standards and general environmental investigation practice including special guidelines and requirements for PFAS/PFOA/AOF (note: passive sampling devices are not approved);
- Sounding/sampling of wells at the site shall be performed in accordance with the following:
  - All of the wells shall be sounded on the same day and prior to initiating purging/sampling activities;
  - Wells will be maintained in a secure manner throughout the project. Consultant shall notify the City if maintenance/repair is needed;
  - If a site well is inaccessible during an event the consultant shall communicate this to the City project manager for instructions.

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Full compensation for conforming to the technical requirements of the above section shall be considered as included in the lump sum price paid for the contracted work and no additional compensation will be made.

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#### ***Administrative Requirements-***

- Consultant shall draft and submit two (2) semi-annual reports in accordance with revised Monitoring and Reporting Program No. R5-2011-0808 requirements:
  - Consultant shall manage technical work product/data reporting to regulatory agencies and California GeoTracker database (including laboratory EDF and Geo\_Report submittals);
  - The City will supply PDF scanned copies of historical data/documents to be included in the CD or DVD copy listed in MRP "Reporting" Items 7. (e) and (g). Consultant shall prepare data tables for "last five years" in print copy as required;
  - For MRP "Reporting" Item 7. (f), consultant shall determine gradients and produce new table as required [vertical gradients using well pairs MW-17/BZW-1 and MW-24/BZW-6 or two (2) equivalent well pairs as groundwater elevation allows];

- The CD or DVD shall be submitted in a plastic sleeve (or equivalent) with reports;
- Complete copies of field logs shall be submitted as a report appendix on CD or DVD as stated in MRP "Reporting" Item 7. (b) to reduce paperwork;
- Complete copies of laboratory reports shall be submitted as report appendix on CD or DVD as stated in MRP "Reporting" Item 7. (h) to reduce paperwork;
- There is no cleanup in progress and required responses shall state "not applicable";
- Consultant shall email pdf version of laboratory report to the City Project manager as soon as it is available;
- The City may request copies of field logs prior to draft report issuance.
- For the annual report due November 1, 2023:
  - The City will supply PDF scanned copies of historical data/documents/maps listed in MRP "Reporting" Items 8. (a) and (b) for inclusion in the report.
- For each report the consultant shall prepare for City signature a discharger certification statement as shown in Attachment 3. This shall be transmitted for signature when the Consultant submits draft report copies to the City project manager for review and comment no less than three weeks prior to the reporting deadlines as stated above.
- **Should the RWQCB reject any portion of reports as unacceptable, the consultant shall be responsible for corrections and incur all associated costs for bringing project into regulatory compliance.**

#### **CITY OF MERCED RESPONSIBILITIES**

1. The City will arrange for site access.
2. The City will provide assistance with GeoTracker authorization processing.
3. The City shall provide the consultant with historical project information (past consultant report data in PDF format.)
4. The City shall designate a representative authorized to act on its behalf with respect to the project. The City or its representative shall examine the documents submitted by the consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the consultant's work. All services to be performed by the consultant shall be subject to approval and acceptance by the designated representative, and no payment shall be made to the consultant until said acceptance and approval.
5. The City shall furnish required information as expeditiously as necessary for the orderly progress of the work.

# PROVOST & PRITCHARD CONSULTING GROUP

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

August 9, 2023

## Exhibit "A" cont'd

Michael Wegley  
Development Service Department - Engineering  
City of Merced  
678 W 18th Street  
Merced, CA 95340

**RE: Request for Proposal – Environmental Services for a PFAS/PCE Groundwater Investigation Project at the Merced Regional Airport**

Mr. Wegley:

Provost & Pritchard Consulting Group's (Provost & Pritchard) project team is excited about offering environmental services to the City of Merced (City) for the PFAS/PCE Groundwater Investigation Project at the Merced Regional Airport (Project) as outlined in Monitoring and Reporting Program (MRP) No R5-2011-0808. As you are aware, Provost & Pritchard has been providing similar services for many years to the City on several projects, such as the Perchloroethylene (PCE) program, the Former R Street hydrocarbon project, and the municipal well sampling program. With our extensive experience collaborating with the City and our expertise in conducting the necessary project-related sampling, Provost & Pritchard stands out as one of the select few consulting firms with a distinguished history and demonstrated record of accomplishing projects successfully in partnership with the City.

In preparation of this proposal, we thoroughly examined both the Request for Proposal (RFP) and Addendum #1 (dated August 2, 2023), and additionally made a site visit to ensure a comprehensive understanding of the current condition of the monitoring wells and the site.

Our project team brings several key benefits to the City's Project:

- **Project-Specific Experience.** Provost & Pritchard has extensive experience in PCE and Per- and polyfluoroalkyl substances (PFAS) sampling for the City. We have been conducting this sampling from 2010 to 2013 and are currently providing services from 2019-2025. Moreover, we have consistently produced the City's quarterly sampling reports for PCE since 2008. Our historic understanding allows us to proactively address issues that may impact sample quality and reporting. This expertise has been invaluable in interactions with the Regional Water Quality Control Board (RWQCB).
- **Data Collection Expertise.** Recognizing the critical nature of data collection in environmental projects, we have been producing quarterly monitoring reports for public agency projects since the 1980's. Our Principal-In-Charge, Dave Norman, has collaborated with the City on similar projects since the mid 1990's and has offered expert testimony concerning site assessments and data management. Stephanie Gillaspay, EIT, as the project manager will oversee the monitoring program to maintain high-quality, usable data. Our familiarity with the City processes stem from collaborations with City staff on recent projects, including PCE Reporting and Remediation, R Street Total Petroleum Hydrocarbons (TPH), Hartley Slough, Merced Center Brownfield, and Merced Center Parking Garage.
- **Experienced Team for Efficiency.** Our team's collective experience eliminates the need for a learning curve, saving the City both time and money. The staff assigned to this project are the same that are working on similar sampling projects with the City. Our fee estimate is based on recent years' experience with similar projects and our understanding of your project's requirements and objectives. Leveraging our knowledge, we provide consistent, reliable, and reproducible data to the City at a cost-effective fee.

In summary, our long and successful history with the City on similar projects, our team's specialized experience, data collection proficiency, and efficient project approach position us to deliver reliable results while minimizing costs for the City's project.

If you have any questions or need any additional information, please feel free to contact:

**Dave Norman, Principal-In-Charge**

Telephone: (559) 449-2700

Email: [dnorman@ppeng.com](mailto:dnorman@ppeng.com)

Address: 455 W Fir Ave, Clovis, CA 93611

**Stephanie Gillaspay, EIT, Project Manager**

Telephone: (559) 449-2700

Email: [sgillaspay@ppeng.com](mailto:sgillaspay@ppeng.com)

Address: 455 W Fir Ave, Clovis, CA 93611

Provost & Pritchard is prepared to initiate work as soon as we receive authorization. We have a dedicated and experienced team and are committed to adhering to the City's project schedule. We extend our gratitude for considering us to be a part of your team.

Respectfully,



Stephanie Gillaspay, EIT  
Project Manager



Dave Norman  
Principal-In-Charge



## EQUIPMENT, METHOD, BUDGET

Reliable and defensible environmental data is critical in every aspect of site assessment and remedial initiatives. Conversely, poor data quality resulting from inadequate implementation or documentation of sampling plans, incorrect sample labeling, and errors in well sampling significantly reduce the usability of the data set, inaccurately representing 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 a time as reasonable to produce relatively compatible data. Provost & Pritchard is highly qualified to conduct the groundwater sampling for both PCE and PFAS for the following reasons:

- Proven track record of success in prior sampling contracts
- Unmatched comprehension of the Project objectives and goals
- Dedicated staff equipped to conduct the sampling
- A cost-effective strategy for groundwater monitoring

With an extensive history of conducting groundwater monitoring across numerous projects over the past three decades, Provost & Pritchard recognizes the importance of acquiring accurate and high-quality information. Our strategy for collecting information is guided by several factors:

- **Chain of Custody:** Ensuring that the chain of custody is completed correctly is crucial for maintaining the integrity of the collected samples. Proper documentation of the sample's journey from collection to analysis helps prevent contamination, tampering, or mishandling of samples, which could compromise the accuracy of the data.
- **Sample Handling and Temperature:** Proper handling and transportation of samples are essential to preserving their integrity. Samples must be packaged and shipped in a way that ensures they maintain the appropriate temperature, especially for sensitive analyses. Fluctuations in temperature can potentially alter the composition of samples and lead to inaccurate results.
- **Data Reliability:** The reliability of collected data is paramount. This involves using standardized methods for sample collection and analysis, following established protocols, and ensuring that equipment is calibrated and maintained properly. Consistency in data collection procedures helps minimize variations and errors in the results.
- **Data Reproducibility:** Reproducibility is a cornerstone of scientific research. Ensuring that the methods and procedures used in collecting and analyzing groundwater samples are well-documented and repeatable allows for the validation of results by others and the comparison of data across different projects or time periods.
- **Data Quality:** Meeting project requirements and objectives involves considering the quality of the data itself. This includes evaluating the detection limits of the methods used, ensuring that the analytical methods are appropriate for the constituents being measured, and meeting any regulatory or project-specific criteria for data quality.

By adhering to these principles, Provost & Pritchard offers clients dependable, precise, and actionable groundwater monitoring data. This methodology ensures not only project success but also cultivates a reputation for delivering high-quality environmental consulting services in the long term.

Provost & Pritchard has thoroughly reviewed the RFP and is committed to conducting the necessary sampling for PCE. Additionally, we have prepared to conduct one round of PFAS sampling when mandated by the RWQCB. This commitment is in accordance with the RFP, establishes environmental practice, and the guidance stipulated in the RWQCB MRP R5-2011-0808.

We are confident in our ability to meet or exceed the City's expectations for timing and budget, as we have done in the past. Meeting these requirements is crucial for providing reliable and defensible data. Accurate recording of purging and sampling data is also vital.

We are committed to providing timely groundwater sampling; meeting the schedule outlined in the MRP.

The sampling records for both the PCE and the PFAS samplings will be submitted by email 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's 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 in the RFP. If the first sampling event covered by the contract cannot be conducted as required, due to contracting time liens, Provost & Pritchard will prepare a letter addressed to the RWQCB requesting a time extension.

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 EQUIPMENT

The primary goal behind the selection of sampling equipment is to allow for efficient and timely sampling while minimizing the potential for sampling errors (enhancing reliability) and the risk of cross-contamination or interference with the chemicals being tested for PFAS. For the PCE and PFAS sampling, Provost & Pritchard will utilize either dedicated Waterra purging and sampling systems or PFAS-free bailers for the purging and sampling process.

Using alternative pump or samplings systems that lack verification for PFAS-free may introduce the possibility of cross-contamination and other sampling errors. Provost & Pritchard might, in certain situations, recommend the utilization of PFAS-free submersible pumps 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. During the purging and sampling process, the electrical conductivity (EC), temperature, and pH measurements will be recorded in the sampling purge log. A blank copy has been included in our proposal for your reference. Copies of the purge logs will be submitted to the City Engineering Department by email within one week of completing the field work. Travel and Trip blanks will be created using laboratory-provided organic-free water. This measure aims to minimize the likelihood of detecting trihalomethanes and other organic compounds. During the monitoring process, the collected purge water, stored in the two 250-gallon trailer-mounted tanks, will be delivered to the City's Wastewater Treatment Plant (WWTP) headworks for disposal, consistent with other City sampling projects. Provost & Pritchard has been disposing of PCE purge water at this site for numerous years and is familiar with the associated process. The latest arrival time at the WWTP is 3:00pm daily. As such, timing is critical for optimal efficiency. Arranging a later disposal time could potentially facilitate additional sampling each day. Provost & Pritchard offers suitable containers for containing and transporting purge water to the WWTP, utilizing two 250-gallon trailer-mounted tanks.

Should the site wells become 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.

## PFAS SAMPLING PROTOCOL

PFAS includes a wide range of manufactured compounds used in a variety of industries, including firefighting suppressants, metal plating fume suppressants, automotive, textiles, electronics, and even certain food packaging applications. The Merced airport previously possessed fire training areas that could have utilized firefighting suppressants containing PFAS, also recognized as aqueous film forming foam (AFFF).

Provost & Pritchard's field staff understand intricate aspects of sample collection, especially for emerging compounds. Our team has experience across various sampling methods, including PFAS.

We will utilize proactive protocols to minimize the likelihood of sampler-induced detections and ensure sample integrity. These practices involve refraining from smoking, filling vehicles with gas, using scent-free detergent for field clothes, avoiding perfumed personal care products, and abstaining from handling fast food wrappers near sampling times.

Provost & Pritchard also practices "situational awareness" by removing potential sample contaminants from the sampling vicinity beforehand. We prioritize PFAS sample collection, securing them before proceeding with other constituents. Our approach involves solely utilizing laboratory-prepared equipment and containers for sampling.

Ensuring secure storage and transportation, we pay careful attention to the handling of sample bottles during transit to and from the laboratory.

## ENVIRONMENTAL SERVICES FOR A PFAS/PCE GROUNDWATER INVESTIGATION PROJECT AT THE MERCED REGIONAL AIRPORT

Incorporated within our staff training and procedures, is a comprehensive guideline that identifies items to avoid prior to sampling, including:

- Packaged food or drinks
- Aluminum foil
- Chemical ice bags
- Sticky notes
- Waterproof field books
- Equipment using non-stick material
- Waterproof suits, waterproof boots
- Sunscreens, insect repellents
- Felt-tip pens
- Aluminum foil
- New clothing
- Personal hygiene products
- Clothing laundered with fabric softener

Based on the information provided by the City and our site visit, it seems there is currently no sampling equipment installed in the site monitoring wells. Once awarded the contract, Provost & Pritchard will work with City Staff to develop a concise sampling procedure for the groundwater monitoring wells.

To align with the City's timeline, we would request a meeting with the City to address this matter within three days of the contract being awarded.

Samples will be collected, labeled, stored, cooled and if needed, shipped overnight. We anticipate samples for this project will be hand delivered to our selected laboratory.

Reiterating a prior statement, we wish to emphasize Provost & Pritchard's stance on data collection and sampling: Our approach treats sampling as the utmost critical facet of data collection and management. Thus, we allocate dedicated staff and ensure continuous effort to carry out the work without diverting staff to other projects or sites.

## **BUDGET**

Provost & Pritchard's Fee Estimate is enclosed in a separate sealed envelope per Addendum no. 1 dated August 2, 2023.

# EXHIUBIT "B"

## CITY OF MERCED ENVIRONMENTAL SERVICES FOR A PFAC/PCE GROUNDWATER INVESTIGATION REPORT AT THE MERCED REGIONAL AIRPORT

### PROVOST&PRITCHARD CONSULTING GROUP

The following represents Provost & Pritchard's Fee Estimate which includes PFAS and AOF analysis as requested by the RWQCB. It also covers subconsultant fees and incorporates the appropriate Prevailing Wage Rates for the City's project, Proposed Environmental Services for a PFAS/PCE Groundwater Investigation project at the Merced Regional Airport.

Budget	
Tasks	Total
Task 1 - Groundwater Sampling Semi Annual (includes laboratory fee, 1 PFAS Sampling, Traffic Control)	\$48,955
Task 1a - AOF Analysis (Optional)*	\$14,231
Task 2 - Prepare Semi-Annual Reports (2 reports)	\$15,932
Task 3 - Project Management	\$3,047
<b>Total</b>	<b>\$67,935</b>

\*Based on the email dated May 10, 2023 to the RWQCB, Joseph Angulo, Deputy Director of Public Works (retired), indicated that adsorbable organic fluorine (AOF) analysis was requested, though it is not listed in the RFP. If analysis for AOF is required, then the City can exercise the optional Task 1a.



# CITY OF MERCED

Merced Civic Center  
678 W. 18th Street  
Merced, CA 95340

## ADMINISTRATIVE REPORT

File #: 23-794

Meeting Date: 9/18/2023

*Report Prepared by: Michael Wegley, Interim City Engineer*

**SUBJECT:** Award of Proposal and Approval of Professional Service Agreement to Replace HerSchy Environmental, Inc. with Provost and Pritchard Engineering Group, Inc. for Groundwater Sampling, Testing and Reporting Services in the Amount of \$82,165

### REPORT IN BRIEF

Considers awarding a contract in the amount of \$82,165 to Provost and Pritchard Engineering Group, Inc. (to replace HerSchy Environmental, Inc., no longer in business) to perform groundwater well sampling and reporting services in support of the Airport Remediation Site Investigation for FY 2023/24.

### RECOMMENDATION

**City Council - Adopt a motion:**

- A. Awarding a contract with Provost and Pritchard Engineering Group, Inc. FY 2023/24 in the amount of \$82,165 to provide semi-annual groundwater well sampling and reporting services for the Airport site; and,
- B. Authorizing the City Manager or Deputy City Manager to execute the necessary documents.

### ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by City Council; or,
3. Refer to staff for reconsideration of specific items; or,
4. Deny.

### AUTHORITY

Charter of the City of Merced, Section 200, et seq.

Services with an estimated value greater than \$37,000.00 are made by written contract in accordance with Merced Municipal Code, Title 3 - Revenue and Finance, Chapter 3.04.

### CITY COUNCIL PRIORITIES

As provided for in the 2022-23 Adopted Budget.

### DISCUSSION

The City has been working since the 1980's to investigate and remediate contamination at the Merced Regional Airport Hazardous Waste Site, located in the vicinity of Riggs and West Avenues. The site contains contaminants from old crop-dusting operations, petroleum hydrocarbons, solvents, and other volatile substances from a fire department training area. Portions of the site investigation and asphalt capping have been completed. In 2004, a consultant to the City performed groundwater remediation by injecting the site with a "hydrogen-releasing compound" to accelerate natural degradation of the contaminants. It proved to provide a positive effect at the site in the reduction of certain contaminant concentrations. However, the chlorinated solvent PCE remains difficult to address in the groundwater. Regional Water Quality Control Board (RWQCB) staff have acknowledged the declining contaminant concentration levels allow a reduction in groundwater sampling and reporting events thereby also reducing project costs. However, the residual levels of PCE still exceed the RWQCB's water quality objectives necessitating ongoing monitoring and reporting actions.

The ongoing remediation for the Airport Hazardous Waste Site requires the services of an appropriately qualified environmental consulting firm with the relevant expertise. The City procured Herschy Environmental, Inc. to perform the semi-annual services in 2022 via Request-for-Proposals. Herschy has since gone out of business and must be replaced. Additionally, the RWQCB now requires the investigation and characterization of emerging chemical contaminants of concern classified as per and polyalkyl substances (PFAS) including perfluorooctane sulfuric acids (PFOS), perfluorooctanoic acids (PFOA) and Adsorbable Organic Fluorine (AOF).

PFAS chemicals, commonly referred to "forever chemicals" because they are highly persistent in the environment, are long-lasting and don't easily break down leading to concerns about their long-term impacts on ecosystems and human health. PFAS substances have been commonly used in various applications, including non-stick cookware (such as Teflon), water-repellent and stain resistant clothing, firefighting foam, food packaging (for resistance to sticking wet and greasy foods), and some electronics. Due to their widespread use, PFAS found throughout the environment, humans and animals have led to concerns about their potential health effects.

Ongoing efforts to regulate and reduce the use of PFAS to mitigate their health and environmental impacts led the RWQCB to begin testing drinking water systems and remediation sites for presence, level of concentration and extent of PFAS contamination. The RWQCB requires the sampling and testing of "forever chemicals" for a total of 31 analytes. The presence and location of PFAS contamination sites is usually centered around military bases, airports, and manufacturing facilities where they were more heavily stored and used. The presence of PFAS chemicals around the airport mainly are most likely result of the use of firefighting foam (Aqueous Film-Forming Foam or AFF).

Directives from the State Water Board to test most all of California's water systems has resulted in finding the widespread presence of "forever chemicals". EPA and CalEPA are currently working on regulations to address it. In the meantime, the ongoing program to sample and test drinking water systems for "forever chemicals" in accordance with the **Unregulated Contaminant Monitoring Rule (UCMR)** is a moving target. The public health goal (goal as opposed to requirement) maximum limit is reduced based on ever-improving minimum scientifically achievable standard laboratory testing limits and is currently 5 parts per trillion. The maximum contaminant level for water systems is expected to be established within the coming year around 4 parts per trillion.

To date, periodic monitoring of Merced's drinking water system has detected the presence of 1 to 3 PFAS analytes well below the proposed maximum limits in 4 of the 22 water supply wells. The test results ranged from 0.003 to 0.007 parts per trillion, nearly one one-thousandth of the proposed maximum limit. Three of the wells (1A, 1C & 2B) blend with adjacent wells before entering the distribution system thereby further reducing the analyte concentrations. The 4th well (5B) initially tested positive and subsequent testing has not resulted in more detections. Testing for the analytes is so sensitive and the potential for cross-contamination from other sources is so widespread that the initial positive test may have simply been the result of something so innocuous as inadequately removing the Teflon tape that comes on the sampling bottles.

The RWQB originally required investigation of these contaminants at the Airport remediation site in 2016. The limits and extents of these chemicals may comprise of pollution plumes and concentrations differing from that of PCE. The RWQCB is now moving into a phase of further characterization and eventually expanded groundwater study for the site.

Thirteen firms submitted proposals to carry out the state ordered work plan. An evaluation did not have to be convened as only one proposal provided the requested workplan scope and budget to carry out the work plan, Provost and Pritchard Engineering Group, Inc.

Provost and Pritchard have and continue to provide groundwater remediation services to the City for the past several decades and performed satisfactorily.

### **IMPACT ON CITY RESOURCES**

Funding is available within the Fiscal Year 2023/24 adopted budget in Fund 6001-Water System Operation, professional Services account. Future appropriations will be incorporated into the annual budget.

### **ATTACHMENTS**

1. Agreement for Professional Services
2. Regional Water Quality Control Board - June 21, 2022 letter

## FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 18<sup>th</sup> day of November, 2024, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Provost and Pritchard Engineering Group, Inc., a California Corporation, whose address of record is 455 W. Fir Avenue, Clovis, California 93611-0242, (hereinafter referred to as Contractor”).

WHEREAS, City is undertaking a project to perform environmental and monitoring services for a PFAS/PCE groundwater investigation project at the Merced Yosemite Regional Airport; and,

WHEREAS, City and Contractor have previously entered into an Services Agreement (“Agreement”) dated September 18, 2023; and,

WHEREAS, City and Contractor desire to amend said Agreement to provide for additional services in connection with said project as directed by the California State Water Quality Control Board.

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

1. Section 1A, “ADDITIONAL WORK,” is hereby added to the Agreement to read as follows:

Contractor shall perform the additional work outlined in the proposal from Contractor to City dated June 28, 2024 and July 3, 2024, attached hereto as Exhibit “1” and Exhibit “2” respectively.

2. Section 2A, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:


City shall pay to Contractor the not to exceed additional sum of Three Hundred and Seventy-One Thousand Four Hundred Dollars (\$371,400.00) for the additional work described in the proposal attached hereto as Exhibit “1” and Exhibit “2” and in accordance with the rates set forth on Exhibit “1” and Exhibit “2”.



3. Except as herein amended, the Agreement dated September 18, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to 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

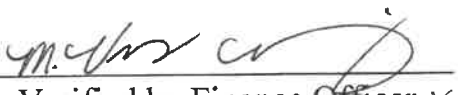
BY:   
Assistant/Deputy City Clerk



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

BY:  10/31/2024  
City Attorney Date

519  
ACCOUNT DATA:  
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY:   
Verified by Finance Officer V-845

Funds available. see 11/27/24  
60016060-511012 FL 11/27/24  
\$371,400.00

CONTRACTOR  
PROVOST & PRITCHARD  
ENGINEERING GROUP, INC.,  
A California Corporation

BY:   
(Signature)

Dave Norman  
(Typed Name)

Its: Director of Operations  
(Title)

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

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

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

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: 455 W. Fir Avenue  
Clovis, CA 93611-0242

TELEPHONE: 559-326-1100

FAX: 559-326-1090

E-MAIL: dnorman@ppeng.com

# PROVOST & PRITCHARD CONSULTING GROUP

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

June 28, 2024

Mike Wegley, PE, Interim City Engineer  
City of Merced  
678 W 18th Street  
Merced, CA 95340

RE: PROPOSAL IN RESPONSE TO REQUEST FOR MONITORING WELL INSTALLATION AND PER- AND POLY-FLUOROALKYL SUBSTANCES (PFAS) GROUNDWATER SAMPLING WORK PLAN, MERCED MUNICIPAL AIRPORT (GEOTRACKER ID: SL185232902), S. WEST AVE. & RIGGS AVE. MERCED, MERCED COUNTY, CA

Dear Mr. Wegley:

Provost & Pritchard Consulting Group's (Provost & Pritchard or P&P) project team is excited about continuing to offer environmental services to the City of Merced (City) for the PCE/PFAS groundwater investigation project at the Merced Regional Airport (Project) as outlined in Monitoring and Reporting Program (MRP) No R5-2011-0808. This proposal is in response to the June 14, 2024 letter from the RWQCB titled *REQUEST FOR MONITORING WELL INSTALLATION AND PER- AND POLY- FLUOROALKYL SUBSTANCES (PFAS) GROUNDWATER SAMPLING WORK PLAN, MERCED MUNICIPAL AIRPORT (GEOTRACKER ID: SL185232902), S. WEST AVE. & RIGGS AVE. MERCED, MERCED COUNTY, CA.*

The RWQCB staff is requesting a workplan to be submitted by July 26, 2024. The work requested by the RWQCB is significant and requires substantial drilling and laboratory subcontractor efforts. P&P's fee is reflective of this level of effort. The workplan requested by the RWQCB is detailed below and contains the following information:

1. Please describe the subsurface hydrogeologic conditions at the Airport and clarify whether the three groundwater zones in the vertical direction underlying the Airport property [i.e., the shallow (A), intermediate (B), and deep (C) zones] are hydrologically continuous. In particular, please clarify the local hydrologic connectivity between the shallow zone and the intermediate zone near monitoring well pair MW-23/BZW-5 and well pair MW-24/BZW-6.
2. Please describe the use and storage history of aqueous film-forming foam (AFFF) at the Airport, including but not limited to the following information:
  - a. A list of AFFF products purchased by the Airport, including product volume and purchase date. The Material Safety Data Sheet (MSDS) for each AFFF product may be requested at a later date.
  - b. A list of known or potential AFFF release areas, including AFFF storage areas, fire training areas, hangars, and historical emergency response (e.g., plane crash or other fire accident) areas; for each identified area, please describe the area size, in-door or on open field,

\\ppeng.com\pzdata\clients\Merced\_City of-1511\151123003-Airport PFAS PCE GW Investigation\100 Project Management\2024-0628 Proposal for WP MWI SAM.docx

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- ground surface conditions (e.g., paved or bare soil), and the stormwater flow directions and, if available, stormwater collection system at each area.
- c. An introduction of fire training history at the Airport, including training location, training practice frequency, and the estimated AFFF use volume in each practice.
  - d. A map illustrating the areas identified in 2.b. above.
3. In addition to the known historical fire training area that is located at the southeastern corner of the Airport property (i.e., the known source zone), please identify and present on a map the other areas where other PFAS-containing materials (e.g., hydraulic oil) are stored, used, and/or disposed of.
  4. Please include a plan to install new monitoring wells to fully characterize the lateral and vertical extents of the PFAS groundwater plume:
    - a. For the two existing well pairs (MW-23/BZW-5 and MW-24/BZW-6) that are downgradient from the known source zone, at least the upper two groundwater zones (Zones A and B) in the directions downgradient and cross-gradient from the well pairs need to be investigated to delineate the PFAS plume boundary.

Immediately near each well pair discussed above, one additional monitoring well that samples the deep groundwater zone (Zone C) should be installed to assess the PFAS plume's vertical extent at each well pair location.
    - b. In the direction that is upgradient from the known historical training area, at least one monitoring well pair that monitors Zone A and Zone B groundwater should be installed to delineate the PFAS groundwater plume upgradient of the known source zone. The Airport may re-install MW-15 to a deeper depth in place of the requested Zone A well.
    - c. Include a map showing the number and locations of the proposed new wells, labeling each well based on the groundwater zone it samples.
    - d. Summarize the screen interval length and depth information for each proposed new well in a table.
  5. Please include a plan to collect groundwater samples from all new wells for PFAS analysis. At a minimum, please also include downgradient well pairs MW-23/BZW-5 and MW-24/BZW-6, and wells MW-18, MW-22, BZW-2, BZW-4, CZW-2, and CZW-3 of the existing monitoring well network at the Airport in the sampling event for PFAS analysis. This sampling event may be combined with the routine groundwater monitoring required by the Central Valley Water Board Monitoring and Reporting Program (MRP) Order R5-2022-0808.
  6. Please follow the State Water Board's *Per- and Polyfluoroalkyl Substances (PFAS) Sampling Guidelines for Non-Drinking Water* for the collection of groundwater samples.
  7. Please include the 40 compounds in Table 5 of the USEPA Method 1633 for PFAS analysis of groundwater samples. The PFAS analysis should be performed by an analytical laboratory accredited by the California Environmental Laboratory Accreditation Program for USEPA Method 1633. The

PFAS analysis should incorporate the quality control measures and acceptance criteria from the USEPA Method 1633.

- Please include an implementation schedule for completing the new well installation, PFAS groundwater sampling and analysis, and the subsequent preparation and submission of investigation results. Please note the investigation results should be submitted in a final report within 90 days of the field collection of groundwater samples requested in comment 5 above.

## Schedule and Fee

P & P is not certain that with the City's contracting process and the preparation of the workplan (once authorization to proceed) that the July 26<sup>th</sup> due date is possible. Therefore we recommend that the first task would include a request for time extension from the RWQCB on the due date of this workplan.

P&P has carefully prepared the fee estimate to consider budget controls where possible. However, a significant portion of the fee is the Monitoring well installation and sampling task is for drilling and laboratory subcontractors. We have consulted with BSK, the City's contract laboratory to ensure the laboratory costs are at the City rates and we will be using a local drilling firm to reduced travel expenses.

Proposed Fee – Merced Airport	
	Estimated Fee
Workplan Preparation & Research	\$29,000
Monitoring Well Installation & Sampling	\$142,000
Post Construction Report	\$18,000
<b>Total Estimated Fee:</b>	<b>\$189,000</b>

Provost & Pritchard is prepared to initiate work as soon as we receive an amendment to our existing contract or and new contract from the City.

## LIMITATIONS

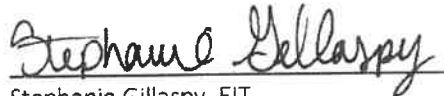
P&P will conduct the proposed Phase I ESAs in general accordance with the current ASTM standard in force at the time of this proposal. Additional work required by third party agencies or organizations (e.g. Lending Institutions) may require a greater level of effort or service and will require scope and fee modification.

P&P offers various levels of investigative and engineering services to suit the varying needs of our Clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which may help in the understanding and managing of the level of risk. Since detailed investigation and analysis involves greater expenses, our Clients participate in establishing levels of service, which provide adequate information for their purposes at acceptable levels of risk. Acceptance of this proposal will indicate you have reviewed the scope of services and established you do not need or want a greater level of service than that being proposed. Any exceptions should be noted and may result in higher fees.

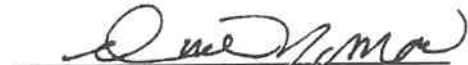
Regulations and professional standards applicable to P&P's services are continually evolving. Techniques are, by necessity, often new and relatively untried. Different professionals may reasonably adopt different approaches to similar problems. Therefore, no warranty or guarantee, express or implied,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

The scope of work presented in our proposal is our understanding of the needs of the Client for a Phase I ESA at the subject properties. Please be aware that our scope of services was limited to those items specifically identified in our proposal. We appreciate the opportunity of presenting this proposal and look forward to working with you on this project. Please do not hesitate to call if you have any questions.

Sincerely Yours,  
Provost & Pritchard Consulting Group,



Stephanie Gillaspy, EIT  
Principal Environmental Specialist



David Norman  
Principal Environmental Professional

# PROVOST & PRITCHARD CONSULTING GROUP

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

July 3, 2024

Mike Wegley, PE, Interim City Engineer  
City of Merced  
678 W 18th St  
Merced, CA 95340

**SUBJECT:** Fee Estimate For Semi Annual Ground Water Monitoring Reports for the Third Quarter 2024 and the First Quarter 2025 for Airport Project, City of Merced

Dear Mr. Wegley,

At your request, Provost & Prichard Consulting Group (P&P) is providing you with our cost estimate to provide continuing groundwater reporting for the "Airport project" (Project). This contract would be for a time period covering the Third (annual report) Quarter 2024 and the First Quarter 2025 (Semi-Annual). The reporting will include the data from the Airport site currently being monitored by the City for the Project. Up to 10 new wells likely will be installed in Fall 2024. These wells will be incorporated into the monitoring reports. Each well is monitored for depth to groundwater for each sampling event.

The fee estimate is intended to include the preparation of the required and anticipated reports during the contract period. This fee estimate includes the preparation of one (1) semiannual and one annual report, following our receipt of laboratory data from the City contracted lab in accordance with RWQCB requests as approved by the City.

## SCOPE OF WORK

P&P will prepare two groundwater monitoring reports in accordance with the City's directions, the City's approval of RWQCB requests and generally accepted standards for such reporting.

The 2024/2025 reporting will build on the data and format of previous reporting and provide updated graphs, tables and maps for review and consideration by the RWQCB, the court and the City. The Third Quarter report will double as the annual report and will include additional sections and data interpretations based on the previous year's data for both groundwater trends.

## ASSUMPTIONS AND ESTIMATED FEE

P&P will continue to upload the lab data in EDF format provided by the contract laboratory to Geotracker, as well as the quarterly report. P&P will invoice for our service on a time and material basis not to exceed the estimated fee, without prior written approval. The invoicing will occur monthly for the level of effort expended during the billing cycle. Fee will be based on P&P's 2024 Fee Schedule (attached). The Year 2 cost has been included as optional, when needed.

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## FEE ESTIMATE

Two Semi-Annual Reports (Year 1)	\$91,200
Two Semi-Annual Reports (Year 2)	\$91,200
<b>TOTAL CONTRACT</b>	<b>\$182,400</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

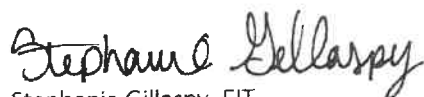
If there is a need for any change in the scope of services described in this fee estimate, please call us immediately. Changes may require revision of the proposed fee that will be communicated to you.

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 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 Gillaspay, EIT  
Principal Environmental Specialist



David W. Norman  
Director of Operations

DWN:SEG





# CITY OF MERCED

Merced Civic Center  
678 W. 18th Street  
Merced, CA 95340

## ADMINISTRATIVE REPORT

File #: 24-1148

Meeting Date: 11/18/2024

*Report Prepared by: Frank Quintero, Deputy City Manager and Director of Economic Development*

**SUBJECT:** Approval of a First Amendment to the Professional Service Agreement with Provost & Pritchard Engineering Group, Incorporated, for Monitoring Well Installation, Ground Water Sampling, Preparation of a Work Program, and Ground Water Monitoring Report for the Airport Remediation Site Investigation and a Supplemental Appropriation in the Amount of \$371,400 from Fund 6001 Water Operations

### REPORT IN BRIEF:

Considers approving a first amendment to a Professional Services Agreement for additional monitoring wells, sampling, work program and investigation at the Airport Remediation Site as required by the California Regional Water Quality Control Board in the amount of \$371,400 for a contract total of \$453,565.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Approving the First Amendment to the Professional Services Agreement with Provost & Pritchard Engineering Group, Incorporated, in the amount \$371,400.00 for monitoring wells installation, ground water sampling, preparation of a work program, ground water monitoring for the Airport Remediation Site Investigation; and,
- B. Approving a Supplemental Appropriation in the amount of \$371,400 from the unencumbered, unreserved fund balance of Fund 6001-Water Operations in the Professional Services account; and,
- C. Authorizing the City Manager or designee to execute the necessary documents.

### ALTERNATIVES

1. Approve, providing direction to staff; or,
2. Provide alternative staff direction; or,
3. Refer to staff for reconsideration as requested by the City Council; or,
4. Defer action until a specific date; or,
5. Deny

### AUTHORITY

Charter of the City of Merced, Section 200, et. seq.

Services with an estimated value greater than \$38,000.00 are made by written contract in the

accordance with the Merced Municipal Code, Title 3 - Revenue and Finance, Chapter 3.04.

3.04.110 - Exceptions to Sections 3.04.090, 3.04.120, and 3.04.130.

Generally. The restrictions and requirements of Sections 3.04.090, 3.04.120, and 3.04.130 shall not apply to contracts involving the obtaining of professional or specialized services such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants.

## CITY COUNCIL PRIORITIES

As adopted in the Fiscal Year 2024-2025 Budget.

## DISCUSSION

At the City Council meeting of September 18, 2023, Provost & Pritchard was selected to take over the ongoing investigation and monitoring of the Airport Remediation Site. The previous company, Herschy Environmental, Inc., closed its doors no longer providing the services to the City.

After conducting a series of monitoring and sampling, followed by reporting to the California Regional Water Quality Control Board (Water Board), Provost & Pritchard submitted proposals in response to the direction from the Water Board (Attachment 1.) To complete the tasks requested by the Water Board, Provost & Pritchard will need to install additional monitoring wells, extract samples, test the samples, and report the findings all subject to an approved Work Plan by the Water Board (Attachment 2.)

PCE levels continue exceeding the Water Board's quality objectives necessitating ongoing monitoring and reporting actions. However, the Water Board is requiring the continued and expanded investigation and characterization of emerging chemical contaminants of concern classified as per and polyalkyl substances (PFAS) including perfluorooctane sulfuric acids (PFOS), perfluorooctanoic acids (PFOA), and Adsorbable Organic Fluorine (AOF.)

PFAS chemicals, commonly referred to "forever chemicals" because they are highly persistent in the environment, are long-lasting and do not easily break down leading to concerns about their long-term impacts on ecosystems and human health. PFAS substances have been commonly used in various applications, including non-stick cookware (such as Teflon), water-repellent and stain resistant clothing, firefighting foam, food packaging (for resistance to sticking wet and greasy foods), and some electronics. Due to their widespread use, PFAS found throughout the environment, humans and animals have led to concerns about their potential health effects.

## Background

The City has been working since the 1980's to investigate and remediate contamination at the Merced Airport Remediation Site, located in the vicinity of Riggs and West Avenues. The site contains contaminants from old crop-dusting operations, petroleum hydrocarbons, solvents, and other volatile substances from a fire department training area. Portions of the site investigation and asphalt capping have been completed. Sampling over the last several years has also confirmed the presence of PFAS/ PFOS in groundwater. The presence of these chemicals may be associated with the historic use of AOF at the airport. A City water well is located approximately ±one-mile from the subject area

contributing to the Water Board's sense of urgency for additional monitoring wells, testing, investigating, and reporting.

**IMPACT ON CITY RESOUCES**

A supplemental appropriation from the unencumbered, unreserved fund balance of Fund 6001-Water Operations is needed to fund the First Amendment of Professional Service Agreement with Provost & Pritchard Engineering Group, Incorporated.

This will require an affirmative vote of 5 Council Members to pass.

**ATTACHMENTS**

1. Letter from the California Water Quality Control Board
2. Provost & Pritchard First Amendment

