

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Provost & Pritchard Engineering Group, Inc., a California Corporation, whose address of record is 2505 Alluvial Avenue, Clovis, California 93611 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to do groundwater monitoring and municipal well sampling for PCE and 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 Exhibits "A" and "B" 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 "B" 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. **RESERVED.**

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 "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibits "A" and "B" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Two Hundred Twenty Thousand Eight Hundred Dollars (\$220,800.00).

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. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. 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. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kelly Fincher 7-8-19  
City Attorney Date

ACCOUNT DATA:

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



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

BY:   
(Signature)

Randy Hopkins  
(Typed Name)

Its: Vice President  
(Title)

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

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

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

Taxpayer I.D. No. 94-218-7078

ADDRESS: 2505 Alluvial Ave.  
Clovis, CA 93611

TELEPHONE: (559) 326-1100

FAX: (559) 326-1090

EMAIL: dnorman@ppeng.com

July 2, 2019

Joseph D. Angulo, PG, Environmental Project Manager  
City of Merced  
678 West 18th Street  
Merced, California 95340

**RE: Groundwater Monitoring Well & Municipal Well Sampling Services**

Dear Mr. Angulo:

Provost & Pritchard Consulting Group's project team is ready to provide the City of Merced with groundwater well sampling, analysis and reporting services at multiple sites throughout the City for the PCE and MTBE projects. Our proposal demonstrates our expertise and experience we have gained working on this and similar types of projects for municipal and private clients throughout the San Joaquin Valley.

The key benefits our project team brings to the City's project include:

- **Local knowledge and project specific experience keeps projects moving forward smoothly.** Provost & Pritchard has previously provided PCE and MTBE sampling for the City from 2010 to 2013 and has produced the PCE quarterly sampling reports since 2008. Our historic understanding and ability to react to situations we know will affect the sample quality or reporting has provided the City and Provost & Pritchard great value in dealing with the Regional Water Quality Control Board and the MTBE litigation team.

We believe that, as with most environmental projects, the data collection process is one of, if not, the most critical aspects of the project. Provost & Pritchard has been producing the quarterly monitoring reports for public agency projects since the 1980s. Our principal-in-charge, Dave Norman, has provided expert testimony concerning site assessments and data management and will work with Stephanie Gillaspay, who will serve as the project manager, to oversee the monitoring program, ensuring that data quality remains high and useable. We are familiar with City processes through our experience working with your and City staff while providing professional services for recent projects including: PCE Reporting and Remediation, R Street TPH, Hartley Slough, Merced Center Brownfield, Merced Center Parking Garage, and several Phase I and II projects include the Treat Property.

- **Experienced project team eliminates learning curve and saves the City time and money.** Our fee estimate is based on our significant experience with similar projects and our understanding of your needs and goals for the projects. Our knowledge and experience of the project will give the City consistent, reliable, and reproducible data at a very cost-effective fee resulting in significant improvements to the current treatment system.

If you have any questions or need any additional information, please contact Mr. Norman or Ms. Gillaspay at (559) 326-1100 or email [dnorman@ppeng.com](mailto:dnorman@ppeng.com) and [sgillaspay@ppeng.com](mailto:sgillaspay@ppeng.com). Provost & Pritchard is ready to start providing sampling, analysis and reporting services, has dedicated experienced staff, and is committed to meeting the City's schedule for this project. Thank you for considering us to be a part of your team.

Respectfully,

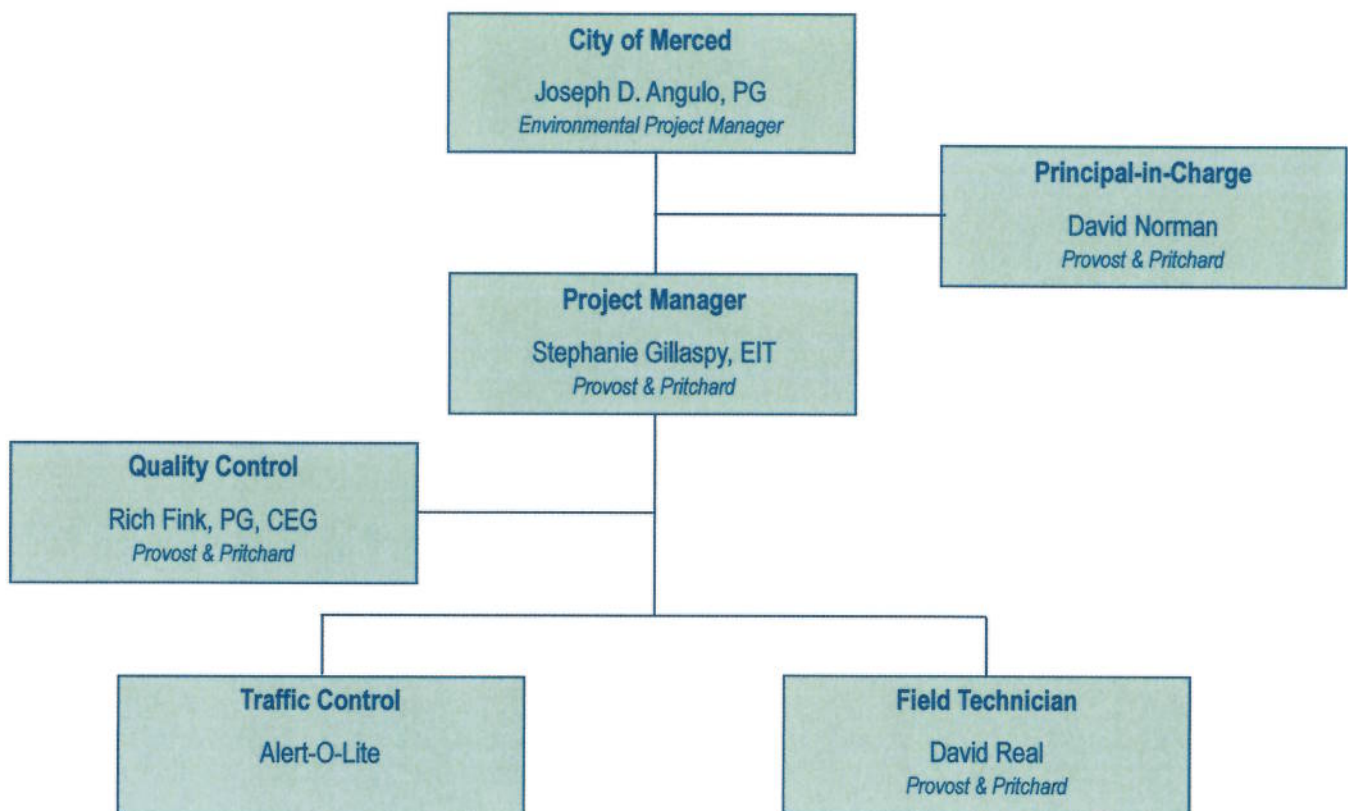
  
David Norman  
Principal-in-Charge

  
Stephanie Gillaspay, EIT  
Project Manager

# Key Personnel

## Project Team Organization

We propose and are committed to keeping the project team similar to the previous contract with the addition of another experienced field technician. This will provide the City the experience gained over the previous contract while improving our ability to react to special requests from the City. The following organizational chart illustrates the roles and responsibilities of each project team member and the overall management hierarchy for the Groundwater Monitoring Well and Municipal Well Sampling Services provided to the City of Merced.





## Key Personnel

Following are brief profiles for key project team members. Complete resumes for each individual are also included in Appendix A of this proposal.

### David Norman Principal-in-Charge

David Norman has nearly 40 years of experience in engineering and environmental consulting throughout California. Mr. Norman's experience ranges from regulatory compliance, and site assessment, to human health risk assessments and remedial action. Mr. Norman has also managed a wide range of projects that have required groundwater monitoring and reporting for many small to medium sized cities in the Central Valley. Project types in the City of Merced range from the R Street TPH redevelopment project of the two gasoline stations including assessment and remediation, the PCE project manager with both Provost & Pritchard and Kleinfelder (over 14 years). Mr. Norman also served as lead consultant from 1999 to 2008 the City of Merced on the PCE litigation City of Merced v. R.A Fields, et al., representing the City in Federal court and mediation. Mr. Norman was the expert witness on behalf of the City of Merced addressing Site Assessments and groundwater sampling during the City's MTBE litigation against City of Merced v. Chevron et. al, and has acted in a similar capacity for a similar case in the City of Fresno. As such Mr. Norman's knowledge of the City of Merced's PCE and MBTE sampling program's is very extensive. In addition, he has represented clients in front of city and county counsels, school boards, and the state and federal agencies including the U.S. EPA, the RWQCB and the California Department of Toxic Substance Control. Mr. Norman will continue to serve as the principal-in-charge for the City of Merced's Groundwater Monitoring Well and Municipal Well Sampling Services, where he will be responsible for the coordination of this specific project with the other aspects of the City's PCE project and MTBE litigation program.



### Stephanie Gillaspy, EIT Project Manager

Stephanie Gillaspy is an Environmental Project Manager in Provost & Pritchard's Environmental Division, with 15 years of experience in environmental assessment and remediation field activities. She has experience with regulatory issues with Central Valley cities and counties, the RWQCB, and the San Joaquin Valley Air Pollution Control District. She has completed over 150 Phase I and Phase II Environmental Site Assessments, has field experience in soil and groundwater assessment and remediation. She has worked with the City of Merced on other soil and groundwater projects including the R Street UST Clean-up and Brownfields grant project involving two operating gas stations on R Street. She has been responsible for the operation and maintenance of two soil vapor extraction systems and two ozone injection systems. She coordinates and manages the quarterly groundwater monitoring and reporting. Well qualified for this field-intensive project, Ms. Gillaspy would continue to serve as the project manager responsible for directing field activities for the City of Merced's Groundwater Monitoring Well and Municipal Well Sampling Services.



### Rich Fink, PG, CEG Quality Control

Richard Fink is a principal environmental specialist and geologist with Provost & Pritchard with 40 years of experience in environmental, geologic and geotechnical disciplines. His responsibilities have involved overseeing and coordinating local and regional site assessment, remediation and other environmental efforts, and engineering geologic projects.



### David Real Field Technician

David Real is a Field Specialist with Provost & Pritchard who has more than eight years of experience as an environmental technician. He has been responsible for conducting groundwater monitoring services and maintenance of remediation systems for various clients throughout California.





# Proposed Equipment & Methodologies

Reliable environmental data is a critical to all aspects of site assessment and remedial action program for any site. Conversely poor data quality due to inadequate implementation or documentation of sampling plans, mislabeling of samples and wells sampled significantly reduce the usability of the data set, misstate the actual field conditions. Sampling programs for large multi site projects must be treated as a filed priority and not a fillers work. Wells must be measured and sampled within as short a 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 conduct the groundwater sampling for this PCE and MTBE project for the following reason:

- 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 in the past 20 years and gathering quality information is very critical. When gathering information our approach always considers if:

- The data is reliable
- The data is reproducible
- The data quality (detection limits, methods and constituents) meets the project requirements and objectives

Provost & Pritchard has read the RFP in detail and is committed to conducting the sampling for both the PCE and the MTBE 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 several projects in Merced County and is familiar with City and County Staff, County and RWQCB requirements and 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 MTBE samplings will be submitted by e-mail of scanned documents 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 a cost saving



## Proposed Equipment & Methodologies

to the City of Merced. Each of Provost & Pritchard staff assigned to this project are current with the 40 hour and 8-hour HAZWOPER certification as required by 29 CFR 1910.120.

### PCE Sampling

Provost & Pritchard had previously conducted the PCE sampling for the City of Merced from the Third Quarter 2010 to Second Quarter 2013. Provost & Pritchard can meet the 3rd Quarter 2019 sampling deadline of September 2019 and will conduct future sampling events within the first four (4) weeks of each quarter to allow ample time to react to any unusual results and for the PCE report preparation. 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 Environmental Project Manager will be notified before we will complete the sampling event.

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 error 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 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 (blank copy included in proposal for review). 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 trihalomentanes 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 in the past 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.

### MTBE Sampling

Provost & Pritchard has conducted the MTBE sampling for the City of Merced from October 2010 through May 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. We have read the schedule under Task 2 in the RFP and are capable of meeting the required timelines. It should be noted that Mr. Norman has supported the MTBE litigation on behalf of the City for several years and having Provost & Pritchard collecting the sample data provided a high level of understanding of the sampling procedures and reliability. 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 well are sampled each sampling event and 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 is typically conducted from within the screened zone of the well. This is not practicable for many wells. Provost &

## Proposed Equipment & Methodologies

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 is based on this technique and we will continue to be able to meet the City's requirements as detailed under Task 2 of the RFP. Equipment decontamination will (and has been successfully conducted) be done by pumping a non phosphate containing cleaner through the pump and hosing followed by a clean water rise and finally a DI water rinse. Similar steps will be taken for the exterior of the pump and hose.

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**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.**

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Provost & Pritchard understands the importance of the MTBE sampling and the integrity of the sample results required for the future of this project. As in the past, MW-10C associated with Well Site 5 will continue to be shipped in a separate ice chest to eliminate the chance of cross contamination during shipment to Seattle. The additional shipping cost for the small ice chest is included in the fee estimate.

All samples will be collected, labeled, stored, cooled and shipped overnight by Federal Express in containers and ice chest and blue ice provided by the contract laboratory. Provost & Pritchard has assumed that the ice chests and containers will be shipped to the Merced Engineering Department and Provost & Pritchard be responsible for return shipping as required in the RFP. Overnight shipping from the airport Federal Express office will range between \$300 to \$500 per sampling event and this cost is included in our fee estimate as requested.

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.



***Proposed Scope of Services to include:***

**TASK 1- PCE Project Sampling**

Activities within this task will include:

- Qualified environmental consulting firm (Consultant) shall perform quarterly sounding/sampling of the PCE project monitoring wells for twelve (12) consecutive calendar quarters (3<sup>rd</sup> quarter 2019 through 2<sup>nd</sup> quarter 2022);
- 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 upon approval, thereafter be used for the remainder of the contract term;
- 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 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 Engineering Division no later than two weeks after each field event; originals shall be submitted to the Engineering Division 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 Engineering Division no later than two weeks after each field event; originals shall be submitted to the Engineering Division no later than one month after each field event; the consultant may keep copies;
- The consultant shall coordinate container/sample transport to or pickup 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 Waste Water treatment Plant (WWTP), 12060 Gove Road, Merced. Analyses are to be EPA Method 8260B, with seven (7) 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).

**TASK 2 – Municipal Well Site Sampling**

*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.*

Activities within this task will include:

- The Consultant shall perform semi-annual sampling of five (5) municipal wells for three years (months of November and May for years 2019 through 2022) for ***special MTBE analysis with overnight shipment to Seattle, Washington;***
- The Consultant shall perform quarterly sampling/sounding of the municipal well sites' monitoring wells [eleven (11) total] for three years (months of August, November, February, and May for years 2019 through 2022, see Table 2 below);
  - For the months of August and February, 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;
  - For the months of November and May, the consultant shall purge and sample the monitoring wells and obtain/manage samples for ***special MTBE analysis with overnight shipment to Seattle, Washington, as above.*** Concurrently, consultant shall facilitate WQCD staff sampling for PCE analyses;
- 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 Engineering Division no later than two weeks after each field event; originals shall be submitted to the Engineering Division 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 Engineering Division no later than two weeks after each field event; originals shall be submitted to the Engineering Division 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.

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

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

#### ***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 §7800 et cetera. The signature and professional seal (stamp) of the individual in responsible charge for the contracted work shall be submitted in a certification letter following the quarterly completion of work. The City acknowledges that

interpretation of the field data is to be performed by others. However, the certification letter shall attest to the performance of the fieldwork and the accuracy of the data submitted to the City. This documentation can be a simple one page certification [see Attachment 3] and is to be submitted to the City no later than two weeks following the calendar quarter of the completed work;

- Past historical groundwater fluctuations have resulted in dry monitoring wells. Consultants are responsible for sampling all scheduled wells with sufficient water;
- All of the PCE sites' monitoring wells shall be sounded every quarter, and for total depth no less than once per year;
- All well monitoring and well purging/sampling activities will generally conform to Merced County Division of Environmental Health "*Minimum Monitoring Well Sampling Requirements, September 2002*" (Attachment 4), with the following modifications:
  - No reporting/project management by/to Merced County is necessary;
  - Oxidation-Reduction Potential (ORP, mV) measurements to be included for eighteen (18) monitoring wells at Parkway PCE site;
  - No dissolved oxygen measurements except eighteen (18) monitoring wells at Parkway PCE site (mg/L);
  - Well purge water shall be managed as described herein;
  - Sample equipment/trip blanks as designated by the City.
- The majority of the PCE Project monitoring wells are located in the public right-of-way and the consultant shall be responsible for traffic control as noted above. Any contracted work that is shut down or delayed for safety issues by any regulatory authority (City Police, Streets, Inspection Division staff, etc. , Caltrans or other) shall be at the consultants expense with no additional payment for compliance;
- The Consultant shall restore all areas adjacent to the work area 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, Hazardous Waste Operations and Emergency Response, 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 (note: passive sampling devices are not approved). If the Consultant chooses not to use existing Waterra tubing in the wells, the tubing shall be discarded and the foot valves shall be delivered to City staff. At the conclusion of the contract, the Consultant shall replace all tubing and re-install foot valves removed;
- The City project manager shall identify quality assurance samples to be taken each quarter. These shall include sample duplicates, trip blanks and/or equipment blanks;
- The Consultant will need to provide holding tank(s) and the capacity to transport same for disposal of purge/decon water at the City of Merced WWTP at no charge. [This facility is approximately 4 miles southwest of downtown Merced. The City will provide directions and instructions for carrying out this work after contract execution.] The water disposal point is a

concrete sump that is also used for septic tank service type-haulers/RVs to dump their loads. Holding tanks shall be water tight and shall not leak during transportation;

- **Special MTBE analyses/handling (analyses at <20 ng/L or part-per-trillion level):**
  - The consultant shall coordinate sample container delivery and receipt by the Seattle based laboratory;
  - The laboratory will ship containers (VOAs) in certified clean, pre-chilled ice chests, plastic bags, and blue ice packing. The chests will contain trip blanks and care must be taken to prevent damage/cross contamination;
  - Upon receipt of the shipments, the consultant will ensure that the blue ice is frozen and ready for use on days of sampling;
  - Consultant shall ensure that the laboratory supplies are segregated from any/all other samples/work the consultant performs. No other sample transport shall occur in the chests/vehicles used for this effort (for the work period) and vehicles shall be clean to lessen risk of contamination. No chemicals containing solvents or any petroleum products shall be stored in vehicles (for the work period). Under no circumstances are other products to be substituted; any discrepancies such as breakage will be brought to the City Project Manager's attention for resolution;
  - One monitoring well, *Well Site 5B, MW-10C*, has elevated levels of gasoline compounds and these VOAs must be shipped in a separate container;
  - Samples in designated ice chests/plastic bags/blue ice shall be shipped overnight delivery on sampling days to ensure holding times are met for the Seattle laboratory. The Consultant is responsible for choosing delivery method/service.
- Sounding/sampling of wells for the **PCE Project** six sites shall be performed in accordance with the following:
  - The Consultant shall endeavor to complete the field work in the first six weeks of the calendar quarter (for quarterly events, this is to ensure State reporting deadlines are met);
  - All of the wells associated with one site shall be sounded on the same day and prior to initiating purging/sampling activities of that site's wells;
  - Tabulated depth to water measurements shall be recorded on a data sheet separate from individual well purge volume/monitoring sheets;
  - Sounding of multiple sites' wells may take place on the same day provided that the above condition is met; and, no more than 72 hours elapses between sounding and sampling of all of an individual site's wells;
  - Purge/decon water will be containerized for disposal at the WWTP;
  - Wells will be maintained in a secure manner throughout the project. Consultant shall notify the City if maintenance/repair is needed (via email and field log annotation);
  - If a site well is inaccessible during an event the consultant shall make a reasonable effort to sample the well while continuing mobilization to other sites. If the well is still not accessible the Consultant shall communicate this to the City project manager for instructions.
- Sounding/sampling of wells at the five **municipal well sites** shall be performed in accordance with the following:
  - The Consultant shall coordinate with WQCD staff for access to well sites, City Public Works Department Water Division staff shall operate pumps as necessary;

- Municipal wells shall be operated for a minimum of 5 minutes prior to taking sampling out of spigot;
- Purge/decon water will be containerized for disposal at WWTP;
- Equipment decontamination process final rinse shall consist of distilled water procured from off-site, non-Merced municipal water source.

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Full compensation for conforming to the technical requirements of the above section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

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

- The Consultant shall complete and maintain field purging and sampling records in accordance with standard environmental practice. Copies as above;
- The Consultant shall complete and maintain sample Chain-of Custody (COC) documentation. Copies as above;
- The PCE Project wells analytical data will be uploaded (by others) to the State GeoTracker website. Selected consultant shall be supplied with site Global Id numbers and well Field Point Names to ensure proper annotation on Chain-of-Custody forms;
- The Consultant shall submit certification letters of the individual responsible for the contracted work to the City Engineering Division no later than two weeks following the period of the completed work as above.

**Civil Rights Laws:** Consultant, its employees, and any subcontractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all other applicable non-discrimination civil rights requirements.

**Subcontracting:** No subcontract releases the Consultant from the contract or relieves the Consultant of their responsibility for a subcontractor's work.

**Ownership of Work Product:** The City shall receive the work products throughout the course of the project. Consultant shall not have exclusive rights to the work, or charge for dissemination uses of any kind.

**Workers' Compensation:** The Consultant shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensations. The Consultant shall also provide liability insurance in accordance with the above referenced contract form requirements (Agreement for Professional Services insurance documentation to be submitted before contract is executed by the City).

**Conflicts of Interest:** The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. seq. of the Government Code.

The Political Reform Act requires City officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body. If the proposer holds no City committee appointment or other relationship, the proposal should simply state that in response to this item.

**City of Merced Business License:** Consultant shall obtain and maintain a City of Merced Business license throughout the contracted period.

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Full compensation for conforming to the administrative requirements of the above sections shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

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# Fee Proposal

Fee Schedule		
Staff Name	Title	Hourly Rate
David Norman	Principal-in-Charge <i>Principal Environmental Specialist</i>	\$215/hr
Stephanie Gillaspay	Project Manager <i>Senior Environmental Specialist</i>	\$167/hr
Rich Fink	Quality Control <i>Principal Environmental Specialist</i>	\$205/hr
David Real	Environmental Field Technician	\$105/hr

Cost of Services		
Budget Category	Task Subtotal/Year	3-Year Project Total
Task 1 - PCE Project Sampling	\$44,600	\$133,800
Task 2 - Municipal Well Sampling	\$26,000	\$78,000
Well Repair	\$3,000	\$9,000
Total Project		\$220,800

The consultant is to identify hourly rates of compensation for staff (by member name and job title), costs by task (1 and 2), and a “not to exceed” figure for the total project. Progress payments, upon invoice, will be made monthly based on actual hours worked applied to the agreed upon hourly rates of compensation. Consultant invoices shall identify hours worked by date for each named individual staff member.

All consultant project management activities including, but not limited to: correspondence, meetings, electronic communications, mail, submittals, etc., shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

## Notes:

- The City will fund the contract by fiscal year (FY) starting July 1, 2019 – June 30, 2022. Therefore, the total contract “not to exceed” price will be divided by three with equal portions allocated to FY19/20, FY20/21, and FY21/22. Unspent funds shall not carry over between fiscal years.*
- As above, minor well repairs during the contract period will be made on a time and materials basis upon pre-approved cost estimates provided by the Consultant to the assigned City Project Manager. Major damage to well boxes/wells will be managed separately and the consultant is not responsible for repairs that would exceed the \$3,000 annual total.*



# 2019 Standard Fee Schedule

This schedule supersedes previously published fee schedules as of the effective date of January 1, 2019. *Multi-year contracts are subject to any subsequent changes in these rates.*

Staff Type	Fee Range
<b>Engineering Staff</b>	
Assistant Engineer	\$95.00 – \$115.00
Associate Engineer	\$120.00 – \$140.00
Senior Engineer	\$145.00 – \$175.00
Principal Engineer	\$180.00 – \$220.00
<b>Specialists</b>	
Assistant Environmental Specialist	\$85.00 – \$110.00
Associate Environmental Specialist	\$117.00 – \$147.00
Senior Environmental Specialist	\$150.00 – \$175.00
Principal Environmental Specialist	\$185.00 – \$215.00
Associate GIS Specialist	\$95.00 – \$115.00
Senior GIS Specialist	\$120.00 – \$150.00
Assistant Geologist/Hydrogeologist	\$90.00 – \$105.00
Associate Geologist/Hydrogeologist	\$110.00 – \$135.00
Senior Geologist/Hydrogeologist	\$150.00 – \$180.00
Associate Water Resources Specialist	\$95.00 – \$115.00
Senior Water Resources Specialist	\$120.00 – \$150.00
<b>Planning Staff</b>	
Assistant Planner	\$75.00 – \$95.00
Associate Planner	\$100.00 – \$125.00
Senior Planner	\$140.00 – \$165.00
Principal Planner	\$170.00 – \$195.00
<b>Technical Staff</b>	
Assistant Technician	\$75.00 – \$95.00
Associate Technician	\$100.00 – \$120.00
Senior Technician	\$130.00 – \$145.00

Staff Type	Fee Range
<b>Construction Services Staff</b>	
Associate Construction Manager	\$115.00 – \$135.00
Senior Construction Manager	\$140.00 – \$162.00
Principal Construction Manager	\$170.00 – \$200.00
Construction Manager <sup>(1) (2)</sup>	\$142.00 – \$167.00
<b>Support Staff</b>	
Administrative Assistant	\$65.00 – \$85.00
Project Administrator	\$73.00 – \$93.00
Project Manager	\$125.00
Intern	\$65.00
<b>Surveying Services Staff</b>	
LSIT Surveyor	\$95.00 – \$115.00
Licensed Surveyor	\$125.00 – \$160.00
1-Man Survey Crew	\$165.00/\$190.00 <sup>(1)</sup>
2-Man Survey Crew	\$230.00/\$270.00 <sup>(1)</sup>
2-Man Survey Crew including LS	\$265.00/\$275.00 <sup>(1)</sup>
1-Man CORS Survey Crew	\$180.00
2-Man CORS Survey Crew	\$230.00
UAV (Drone) Services	\$205.00
<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties; other counties as quoted.</small>	
<small>(2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.</small>	

## Additional Fees

Expert Witness: As quoted.

Travel Time (for greater than one (1) hour from employee's base office):  
\$80/hour (unless the individual's rate is less)

## Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%



**Environmental In-House Reimbursable Fee Schedule:  
2018 Standard Rates**

Equipment	Activity Code	Rate		
		Daily	Weekly	Monthly
Photoionization Detector (PID)	5240	160	500	
Flame Ionization Detector (FID)	5241	210	700	
Water Level Indicator - tape	5242	40	125	
Water Level Indicator - acoustic	5299	40	125	
Oil/Water Interface Probe	5243	55	175	
pH/Conductivity/Temp Meter	5244	55	175	
Dissolved Oxygen Meter	5245	55	175	
Combustible Gas Meter (LEL/O2)	5246	70	250	
Turbidity Meter	5247	40	100	
Air Flow Meter	5248	27		
Pressure Meter (Mag)	5249	12		
Core Sampler & Slide Hammer	5250	17	55	
Bailer (Reusable Teflon)	5251	30		
Data Logger (2 channel)	5252	90	450	
Data Logger (8 channel)	5253	130	650	
Pressure Transducer	5254	50	185	675
Level D Safety	5255	35		
Hand Auger	5256	40	125	
Field Truck (ph/EC meter, Level D)	5257	0.560/mile		
Truck	5258	0.560/mile		
Waterra Actuator	5270	65	185	
Generator - 2000 watt	5271	55	210	
Generator - 2200 watt (SN: EAMT-1191646)	5300	55	210	
Pocket Colorimeter II (per test)	5272	30		
Soil Vapor Sampling Equipment	5273	290		
Vacuum Pump	5298	50		
Generator - 3000 watt	5274	60	225	
Grundfos Pump/Reel/VFD	5275	230		
<b>Disposable Items</b>		<b>Each</b>		
Brass Liner (2" x 6")	5259	13		
Stainless Steel Liner (2'x6')	5260	15		
Bailer (Disposable 1.5" O.D.)	5261	16		
Padlock	5262	15		
55-gallon Drum	5263	60		
Waterra Tubing 5/8"	5280	0.45/ft		
Waterra Footer Valve D-25	5281	23		
Lagoon Markers	5282	23		
Waterra Tubing 1"	5283	0.90/ft		
Waterra Footer Valve D-32	5284	28		
Waterra Surge Block 5/8" for 2" well	5285	13		
Waterra Surge Block 1" for 4" well	5286	22		
Env. Field Equipment	5287	250		
RTK Rover w/ Network Access	5288	23/hr		
<b>Traffic Control</b>				
Cones/Delineators (5)	5264	12	50	
Miscellaneous Supplies	5265	35		